UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:)	
ACE MOTOR Corporation	ACCEPTAN) NCE))	
	Debtor.)	
			Case No. 18-30426
ACE MOTOR CORPORATION	ACCEPTAN	NCE)	Chapter 11
	Plaintiff,)	Adv. Pro. No. 18-3036
V)	
MCCOY MOTOR MOTORS, LLC o ROBERT MCCOY, JI	l/b/a RIDE F R.; and MISTY MC	AST;)	
	Defendants.)	

SUPPLEMENTAL MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF JUNE 25, 2018 ORDER CONCERNING INTERIM SERVICING OF ACCOUNTS OF VEHICLE BUYERS [DOC. 8]; MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF AUGUST 1, 2018 ORDER GRANTING MOTIONS FOR PRELIMINARY INJUNCTION AND OTHER EMERGENCY RELIEF [DOC. 26]

The Debtor files this Supplemental Motion for Order Finding Defendants in Contempt of June 25, 2018 Order Concerning Interim Servicing of Accounts of Vehicle Buyers [Doc. 8] and Motion for Order Finding Defendants in Contempt of August 1, 2018 Order Granting Motions for Preliminary Injunction and Other Emergency Relief [Doc. 26] (the "Motions"). In support of the Motions, the Debtor shows the Court the following:

- 1. On June 25, 2018, the Court entered its Order Concerning Interim Servicing of Accounts of Vehicle Buyers (the "June 25 Order"). A copy of the June 25 Order is attached hereto as Exhibit A.
- 2. As set forth in a July 11, 2018 email (attached as Exhibit B) from Robin Milestone, an employee of the Debtor, the Defendants as of that date had not complied with the June 25 Order in numerous ways. The ongoing failures to comply include i) less than complete accountings of payments which the Defendants received on account of Contracts owned by the Debtor; ii) failure to account for

all payments which should have been deposited into the Lang Escrow Account; and iii) failure to account for all funds in the Defendant's possession as of June 21, 2018.

- 3. Because of the Defendants' multiple failures to comply with the June 25 Order, on July 30, 2018 the Debtor filed a Motion for Order Finding Defendants in Contempt of June 25 Order Concerning Interim Servicing of Accounts of Vehicle Buyers (the "Contempt Motion"). A copy of the Contempt Motion is attached hereto as Exhibit O.
- 4. On August 1, 2018, the Court entered its Order Granting Motions for Preliminary Injunction and Other Emergency Relief (the "August 1 Order"). A copy of the August 1, 2018 Order is attached hereto as Exhibit D.
- 5. The Defendants are also in contempt of the August 1 Order in numerous ways, as set forth in more detail in Exhibit N attached hereto. The Debtor is supplementing its Contempt Motion to bring to the Court's attention the Defendants' violations of both the June 25 Order and the August 1 Order.
- 6. The day after the entry of the August 1 Order, the Debtor complied with this Court's requirement that it establish an escrow account in which to deposit the proceeds from a) the collection of Contracts purchased from the Defendants b) the liquidation of any of the Debtor's collateral. See Exhibit E attached hereto.
- 7. The Defendants have intentionally and actively violated the terms of the August 1 Order. One day after the entry of the August 1 Order, and after the Debtor sought the assistance of the York County Sheriff's Department in enforcing the August 1 Order, the Defendant Rob McCoy sent a "No Trespass Notice" notice to the Debtor, the Debtor's employees and Debtor's counsel. A copy of the email notice is attached as Exhibit F.

Any person who, without legal cause or good excuse, enters into the dwelling house, place of business, or on the premises of another person after having been warned not to do so or any person who, having entered into the dwelling house, place of business, or on the premises of another person without having been warned fails and refuses, without good cause or good excuse, to leave immediately upon being ordered or requested to do so by the person in possession or his agent or representative shall, on conviction, be fined not more than two hundred dollars or be imprisoned for not more than thirty days.

All municipal courts of this State as well as those of magistrates may try and determine criminal cases involving violations of this section occurring within the respective limits of such municipalities and magisterial districts. All peace officers of the State and its subdivisions shall enforce the provisions hereof within their respective jurisdictions.

The provisions of this section shall be construed as being in addition to, and not as superseding, any other statutes of the State relating to trespass or entry on lands of another.

¹Upon information and belief, the alleged legal basis for the "No Trespass Notice" is South Carolina General Statute SECTION 16-11-620 ("Entering premises after warning or refusing to leave on request; jurisdiction and enforcement"), which provides:

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- 8. To further impede the Debtor's efforts to enforce the August 1 Order, the Defendants have blocked access to their places of business by parking motor vehicles across the driveways. See photographs, Exhibit G attached hereto.
- 9. To further impede the Debtor's efforts to enforce the August 1 Order, the Defendant Rob McCoy has continued to make spurious allegations that employees of the Debtor are violating federal consumer protection laws. *See, e.g.*, email from Rob McCoy alleging violations of FDCPA Section 805(b), attached hereto as Exhibit H.
- 10. To further impede the Debtor's efforts to enforce the August 1 Order, the Defendant Rob McCoy has continued to try to sell Contracts which are owned by the Debtor. By way of example, five days after the entry of the August 1 Order, Defendant Rob McCoy contacted Steven Everling with U.S. Auto Credit Corporation in an effort to sell contracts owned by the Debtor...which are property of the bankruptcy estate. *See* Exhibit I attached hereto.
- 11. To further impede the Debtor's efforts to enforce the August 1 Order, on or about August 21, 2018, Defendant Rob McCoy filed a complaint against the Debtor with the Consumer Protection Division of the North Carolina Department of Justice. See Exhibit J attached hereto. The complaint raises issues that have already been raised and adjudicated in this Court. The complaint further seeks the recovery of \$1,450,000.00 in violation of 11 U.S.C. Section 362. The Court should note that, in response to the question "[h]as your complaint been heard or is it scheduled to be heard in court?", McCoy responded "No".
- 12. The June 25 Order (Exhibit A) required the Defendants to, among other things, deposit all payments from Vehicle Buyers into the Lang Escrow Account on a daily basis. By email from attorney Kris Lang on August 11, 2018, the Debtor learned that in the 47 days between June 25 and August 11, the Defendants made only two deposits totaling \$42,898.17 into the Lang Escrow Account. A copy of the email and the July 31, 2018 escrow account statement is attached hereto as Exhibit K.
- 13. The accounting information which the Debtor has thus far obtained from the Defendants (which is believed to be incomplete) shows that since the entry of the June 25 Order, the Defendants collected at least \$101,517.45 from Vehicle Buyers. See Exhibit L attached hereto.
- 14. The foregoing exhibits show that after the entry of the June 25 Order, the Defendants failed to deposit at least \$58,619.00 of the Debtor's funds into the Lang Escrow account.
- 15. The Court has previously found that the Defendants post-petition payment default to the Debtor as of June 20, 2018 was \$197,000.00 (August 1 Order, paragraph 29).
- 16. Since the filing of the Debtor's Chapter 11, based on the available evidence, the Defendants have stolen in excess of \$150,000.00 in cash which is property of the Debtor's bankruptcy estate.
- 17. According to recent news report², Defendant McCoy Motors is a defendant in at least one other lawsuit in which it is alleged by another lender that McCoy Motors has failed to pay,

 $^{^2} https://www.wsoctv.com/news/action-9/fort-mill-car-dealership-accused-of-fraud-in-18-million-lawsuit/823990812$

submitted false documentation and committed fraud.

18. To further impede the Debtor's efforts to enforce the August 1 Order, and in violation of that order, the Defendants have repossessed at least one motor vehicle without disclosing its location to the Debtor. A copy of any email detailing the Defendants' non-disclosure, and the GPS records concerning the location of the automobile, is attached hereto as Exhibit M.

WHEREFORE, the Debtor prays that the Court find the Defendants to be in contempt of the June 25 Order and the August 1 Order, and provide such relief as will make the Debtor's estate whole.

This 31st day of August, 2018.

THE HENDERSON LAW FIRM

/s/ James H. Henderson

James H. Henderson State Bar No. 13536 1201 Harding Place Charlotte NC 28202-2826

Telephone: 704.333.3444 Facsimile: 704.333.5003

Email: <u>henderson@title11.com</u>

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Clerk, U.S. Bankruptcy Court Western District of North Carolina

J. Craig Whitley
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:)
ACE MOTOR ACCEPTANCE (CORPORATION,))) Case No. 18-30426)
)	Chapter 11
Debtor.))))
ACE MOTOR ACCEPTANCE (CORPORATION,))))
Plaintiff,)))
v. ()
MCCOY MOTORS, LLC, MCCOY MOTORS, LLC d/b/a RIDE FAST; ROBERT MCCOY, JR. and MISTY MCCOY,)	
Defendants.)	

ORDER CONCERNING INTERIM SERVICING OF ACCOUNTS OF VEHICLE BUYERS; AND ORDER SETTING HEARING ON PRELIMINARY INJUNCTION

THIS MATTER came before the Court on June 21, 2018 on the following: Emergency Motion for Preliminary Injunction, 11 U.S.C. Section 105, Bankruptcy Rule 7065; Emergency Motion for Turnover of Property of the Estate Pursuant to 11 U.S.C. § 542; Bankruptcy Rule 7064; Attachment; Emergency Motion for Injunction of Defendants from Pursuing Car Masters Litigation; Emergency Motion for Injunction of Defendants from Pursuing Criminal Complaint; and Emergency Motion for Imposition of Constructive Trust (the "Motions"). The Debtor was represented by James Henderson and the Defendants were represented by Kristin Lang ("Lang").



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Having considered the record herein, including the Verified Complaint, and the arguments of counsel, it is

ORDERED as follows:

- 1. As a result of today's proceedings and under current order of the Court, the accounts of Vehicle Buyers¹ will be serviced by McCoy Motors, LLC ("McCoy LLC"). McCoy LLC is solely responsible for the collection of said monies.
- 2. Commencing June 22, 2018, the Debtor (if Debtor receives any such monies or insurance checks and the like) and McCoy LLC shall provide each other with complete, accurate and current data concerning collections of the Vehicle Buyer accounts, on a daily basis, pending further order of this Court. In order for McCoy LLC to post daily such payments, Debtor must return the access previously provided to McCoy LLC in order for payments to be timely posted to Debtor's servicing account system.
- 3. Any payments posted by McCoy LLC for servicing payments of Vehicle Buyers on or after June 21, 2018 shall be paid over to Lang on a daily basis (if received on a daily basis during regular business hours), and shall be held in an escrow account maintained by Lang pending further order of this Court. Lang shall establish a separate bank escrow account ("Lang Escrow Account") solely for the purpose of collecting said monies from McCoy pursuant to this order. Furthermore, if Debtor receives any such monies or insurance checks and the like after June 21, 2018, Debtor shall remit such payments into the Lang Escrow Account.
- 4. Neither the Debtor nor McCoy LLC, or the employees or agents thereof, will repossess, caused to be repossessed or threaten to repossess the automobile of any Vehicle Buyer, pending further order of this Court.
- 5. McCoy LLC shall by no later than Wednesday, June 27, 2018, provide the Court with a complete, accurate and current accounting of account activity for all Vehicle Buyer accounts since May 1, 2018.
- 6. McCoy LLC will contact the York County Sheriff's Office regarding the criminal complaint it made to such office regarding the removal of vehicles from McCoy's property and shall disclose to said York County Sheriff's Office that said matter is considered closed on McCoy's part.
- 7. By no later than end of business on June 25, 2018, McCoy LLC shall dismiss the four (4) lawsuits filed against Car Masters in the Gaston County District Court, and provide written evidence of such dismissals to counsel for the Debtor. The three (3) motor vehicles which are the subject of the Gaston County litigation shall be stored with Manheim Auto Auction in Statesville, NC, pending further order of the Court, and no storage fees shall accrue to McCoy LLC. In addition, Debtor acknowledged that there were a total of twenty-three (23) vehicles (including the aforementioned three (3)) and such remaining twenty (20) vehicles shall also be stored with

¹"Vehicle Buyers" are the Buyers of automobiles from McCoy LLC (and/or Ride Fast) pursuant to a) Retail Installment Contracts or similar financing instrument, which have been purchased by and assigned to the Debtor; or b) financed under the Floorplan agreement with the Debtor.

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Manheim Auto Auction in Statesville, NC, pending further order of the Court, and no storage fees shall accrue to McCoy LLC.

- 8. McCoy LLC shall account for any funds from the collection of Vehicle Buyer accounts which are in the possession or control of McCoy LLC as of June 21, 2018 and McCoy LLC shall not spend those funds pending further order of this Court.
- 9. The Defendant (through counsel) shall file written responses to the Motions by no later than July 9, 2018.
- 10. The hearing on the Motions and the Court's consideration of a preliminary injunction will be held on July 11, 2018 at 9:30 a.m.
- 11. McCoy LLC has the right to contact Debtor regarding the purchase of vehicles and/or titles as selected by McCoy LLC and Debtor shall promptly respond with a current written payoff statement, from which then, McCoy LLC shall provide certified funds for payment of such titles and at such time that payment is made, Debtor shall tender a clear title to McCoy LLC.
- 12. With respect to GPS locator access (through a company called PassTime), Debtor terminated McCoy LLC's rights to access such locators. Given that McCoy LLC shall be responsible for collection/servicing payments, said access shall be promptly returned to McCoy LLC by Debtor after the issuance of this Court order.
 - 13. The debtor shall provide all vehicle buyers with a copy of this court order upon entry.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

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Jim Henderson

From: Robin Milestone <rmilestone@acemotoracceptance.com>

Sent: Wednesday, July 11, 2018 1:01 PM

To: Kris Lang

Cc: Jim Henderson; Rob McCoy; mccoymotors@live.com; mnmccoy@hotmail.com; Russ

Algood

Subject: Re: Ace v. McCoy, compliance with June 25 court order

Following up on the items of the order previously discussed. Henderson/Lang communication below

AMAC Follow-up

- 1) Related to Paragraph 2 of order (posting of payments): It appears some payments were finally posted yesterday, 7/10. AMAC does not have a way to verify this. It would be helpful for dealer to provide what's often called and "accounts to sell" report reflecting customer names, VINs, principal balance, last paid date and next due date on each account so AMAC has an opportunity to audit for accuracy.
- 2) Related to Paragraph 3 of order (escrow account): AMAC still awaiting evidence of "Lang Escrow Account" and amounts paid to Lang to have been deposited into said account
- 3) Related to Paragraph 5 of order (account activity): This was provided for the time period from 5/1/18-6/26/18. I don't know if the order is ongoing at at the point in time, but it would be helpful from an audit perspective to have the same report 6/27/18- current and daily going forward. The daily would be required to maintain compliance to Paragraph 3 noted above.
- 4) Related to Paragraph 7 of order (lawsuits): Agree that evidence was provided July 10th that this was completed in time on 6/25/18
- 5) Related to Paragraph 8 of order (funds from collections): There was no accounting which funds are in the possession or control of McCoy as of 6/21/18 that shall not be spent
- 6) Related to Paragraph 13 of order (letters): AMAC takes the position that McCoy Motors has more updated demographics than AMAC based on length of time accounts were serviced by each party, had many return mailings in the past to the customers and requested updated addresses to send letters in good faith. AMAC, to maintain compliance, will proceed with sending letters if McCoy refuses to provide updated demographic information from it's internal Dealer Management System. I would recommend parties consider the value of this step at this point in time as sending the order with language stating, "[neither party] shall repossess" may not be interpreted by customers in a manner that benefits both parties. I will proceed upon Jim's instructions.

Kris Lang's Response



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- (1) Rob and his office are diligently working on the daily accounting as without access to the payment processing account, a back log occurred.
- (2) BB&T account information has been provided. We can advise them to provide the ACH information and can print out a daily/current statement.
- (3) That email was sent with an excel spreadsheet attachment.
- (4) The dismissals were sent as attachments.
- (5) Same as #3
- (6) Your firm sent out letters, so I assume you have addresses. Rob did respond in that specific email chain to state that he only had access to the same address list as Ace.

I hope this helps! If not, feel free to call me at 704-907-2203. Thank you!

Kristin Harmon Lang, Esq. *

Jim Henderson's Inquiries

- 1. My client and I do not have a daily accounting of collections from Vehicle Buyers as required by Paragraph 2;
- 2. I don't have any evidence that payments are being paid into "an escrow account maintained by Lang"...I have a 6/27 email from Lang stating "Setting up bank account at 4 pm. Will upload details to demonstrate compliance." On 7/9, I received email from Lang with BB&T account number and name of contact with BB&T at Carolina Place Branch. Lang was unable to provide my client requested ACH instructions. Please send, before the end of the day Tuesday, all document showing who is maintaining the BB&T account, and complete accurate copies of daily statements from the BB&T account;
- 3. I don't recall receiving a "complete, accurate and current accounting of account activity for all Vehicle Buyer accounts since May 1, 2018"..if that accounting was sent, please let me know date and time;
- 4. I don't have any evidence that the state court lawsuits against Car Masters were dismissed (Order provides I was to have this by June 25);
- 5. I don't have any accounting of funds, as required by Paragraph 8 of the Order... if that accounting was sent, please let me know date and time;
- 6. I don't have address list of customers which I requested on June 25, and again on June 27 (so Ace was not able to serve the Order).

Jim Henderson

From: Russ Algood <russ@acemotoracceptance.com>

Sent: Monday, July 16, 2018 1:26 PM

To: Jim Henderson
Cc: Robin Milestone

Subject: Fwd: McCoy Motors Payments

----- Forwarded message -----

From: Rachel Pillar < rpillar@acemotoracceptance.com>

Date: Mon, Jul 16, 2018 at 11:20 AM Subject: McCoy Motors Payments

To: Russ Algood < russ@acemotoracceptance.com >, Robin Milestone < rmilestone@acemotoracceptance.com >

Russ -

McCoy only posted payments on 7-10-18, the day before the hearing. Nothing was posted by them to their account between 6-22-18 through 7-9-18, and they haven't posted anything since 7-10-18.

Please let me know if you need anything else.

Rachel



Rachel Pillar

Accounting & HR Manager
Ace Motor Acceptance Corporation

p: 704-882-7100 ext 7112

f: 704-625-9788

e: rachel.pillar@myamac.com



Russ Algood
Chief Executive Officer
Ace Motor Acceptance Corporation

p: 704-882-7165

m:704-904-5829

f: 704-882-5847

e: russ@myamac.com



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FILED & JUDGMENT ENTERED Steven T. Salata

August 1 2018

Clerk, U.S. Bankruptcy Court Western District of North Carolina

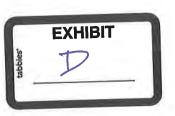
UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

United States Bankruptcy Judge

In Re:)
ACE MOTOR ACCEPTANCE CORPORATION)
Debtor.))
	Case No. 18-30426
ACE MOTOR ACCEPTANCE CORPORATION) Chapter 11
Plaintiff,) Adv. Pro. No. 18-03036
V)
MCCOY MOTORS, LLC d/b/a RIDE FAST; ROBERT MCCOY, JR.; and MISTY MCCOY)))
Defendants.)

ORDER GRANTING MOTIONS FOR PRELIMINARY INJUNCTION AND OTHER EMERGENCY RELIEF

THIS MATTER came before the Court on July 18, 2018 on the Debtor/Plaintiff's ("Ace" or "Debtor") Emergency Motion for Preliminary Injunction, Emergency Motion for Turnover of Property of the Estate Pursuant to 11 U.S.C. 542, Emergency Motion for Injunction of Defendants from Pursuing Car Masters Litigation, Emergency Motion for Injunction of Defendants from Pursuing Criminal Complaint and Emergency Motion for Imposition of Constructive Trust (collectively the "Motions"). The Debtor was represented



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by James Henderson. McCoy Motors LLC a/k/a McCoy Motors, LLC d/b/a Ride Fast ("McCoy LLC") and Misty McCoy ("Misty McCoy") were represented by Kristin Lang ("Lang"). Robert McCoy, Jr. ("Robert McCoy") appeared pro se.

The initial hearing on the Motions was held on June 21, 2018. On June 25, 2018, and with the consent of the parties, the Court entered its Order Concerning Interim Servicing of Accounts of Vehicle Buyers; and Order Setting Hearing on Preliminary Injunction (the "Interim Order"). These matters were continued until July 11, 2018 and then again to July 18, 2018 at which point an evidentiary hearing was held.

Based on the pleadings of record, including the Debtor's Verified Complaint, the testimony and evidence presented, and the arguments of the parties, the Court makes the following findings of fact, for purposes of this ruling:¹

FINDINGS OF FACT

- 1. Ace is a North Carolina corporation and a Debtor in Possession in a Chapter 11 proceeding pending before this Court. Prior to bankruptcy, Ace was in the business of providing floorplan lending services to used car dealerships.
- 2. Defendant McCoy LLC is a limited liability company organized under the laws of the State of South Carolina. McCoy LLC operates two used car lots in South Carolina, although the bulk of its sales are to North Carolina residents.
- 3. Defendant Robert McCoy is an individual who resides in Mecklenburg County, North Carolina. Robert McCoy is the sole owner/operator of McCoy LLC.
- 4. Defendant Misty McCoy is an individual who resides in Mecklenburg County, North Carolina. Misty McCoy is an employee and agent of McCoy LLC.
- 5. On or about January 28, 2018, Ace and the Defendants entered into a BHPH Purchasing and Performance Agreement ("PPA")(Exhibit A), Agreement for Line of Credit ("Floorplan")(Exhibit B); BHPH Contract Servicing Agreement ("Servicing Agreement")(Exhibit C), BHPH Purchasing and Performance Agreement Addendum ("PPA Addendum")(Exhibit D) and a BHPH Contract Servicing Agreement Addendum ("Servicing Addendum")(Exhibit E)(together, the PPA, Floorplan, Servicing Agreement, Floorplan, PPA Addendum and Servicing Addendum are referred to herein as "the Agreements"). Misty and Robert McCoy have personally guaranteed McCoy LLC's obligations to Ace under the Agreements.
- 6. The Defendants and Ace had a business relationship which started in 2016, and there were prior written agreements which were replaced by the Agreements.
- 7. The Agreements include, inter alia, provisions that, in connection with the McCoy LLC's sales of automobiles to Vehicle Buyers, Ace had the option to purchase

 $^{^{1}}$ In accordance with FRCB 7065 and FRCP65, this ruling is entered without prejudice to the Defendants' right to contest these findings and conclusions at a later trial or other dispositive motion hearing.

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certain receivables arising from those sales and the attendant financing of, the customer purchases (the "Receivables"). The Receivables are evidenced by notes, automobile sales contracts, retail installment sales contracts or similar instruments (the "Evidence of Indebtedness"). A Receivable together with its corresponding Evidence of Indebtedness is referred to as a "Contract" in the Agreements, the Complaint and this Order.

- 8. Paragraph 2 of the PPA (Exhibit A) provides in part that, upon the purchase of each Contract by Ace, the Defendants
 - ...shall assign, transfer, convey and deliver to [Ace]..., all of [the Defendants] right, title and interest in and to the Contract including, but not limited to, any and all of the following related to the Contract: credit or installment sales applications, account cards, records, forms, papers, security agreements, financing statements, the Evidences of Indebtedness, certificates of title and other forms of security for such Contract (collectively the Security Documents) held by [the Defendants].
- 9. Paragraph 2.3 of the PPA (Exhibit A) provides in part that the Defendants "...shall turn over, remit and deliver to [Ace] **100% of any and all payments** received by [the Defendants] which relate to amounts due pursuant to any Contract purchased by [Ace] within one (1) business day of...receipt of the same." (emphasis added).
 - 10. Paragraph 3.2 of the PPA (Exhibit A) provides in part:
 - Performance Compensation. ...Provided...neither [the Defendants] nor any Guarantor is in default or breach of any provision of this Agreement or of any other agreement, current or prior, between [Ace] and [the Defendants]....then [Ace] shall pay to [the Defendants] FORTY FIVE Percent (45%) of the actual principal, interest and late fees owed to, paid to and received by [Ace], in good funds, from Receivables related to Contracts (the "Performance Compensation")....
- 11. Section 3.2 of the PPA Addendum (Exhibit D) defines "performance compensation" as the percentage that Ace would pay the Defendants (absent default) "...of the actual principal, interest and late fees owed to, paid to and received by [Ace], in good funds, from Receivables related to Contracts (the 'Performance Compensation')."
- 12. Paragraph 5(d) of the PPA (Exhibit A) provides that, if there is an "Event of Default" which is not timely cured, the "Debtor shall no longer be required at its sole discretion to accrue or pay any performance compensation to [the Defendants]."
- 13. Section 3.2 of the PPA Addendum (Exhibit D) provides in part that "[n]o Performance Compensation shall be paid to the Seller with regard to payments received related to any Non-Performing Contract (as defined in Section 3.3)"

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- 14. Paragraph 4.8 of the PPA (Exhibit A) provides that "[The Defendants are] transferring to Ace good and valid title to each Contract and a valid perfected first priority security interest in the Vehicle subject to each Contract."
- 15. On July 10, 2018, Ace filed a "FIRST SUPPLEMENTAL EXHIBIT TO COMPLAINT", to which was attached executed copies of the Contracts which were purchased by Ace from McCoy LLC, and which were assigned by McCoy LLC to Ace.
- 16. The Floorplan includes provisions that Ace will make available a line of credit for the Defendants to purchase certain motor vehicles. Pursuant to Paragraph 4 of the Floorplan, to secure "...all amounts owed to [Ace] pursuant to [the Floorplan] and all other agreements between [the Defendants and Ace]", the Defendants granted Ace a security interest in "...all of [the Defendants'] assets including, without limitation, any and all: vehicle inventory, vehicle titles; parts and accessories inventory; directive reserves; monies; cash; and books and records relating to any of the foregoing."
- 17. The Agreements, Contracts, Security Documents and other collateral for the Defendants' liability to Ace allegedly serve as collateral for a November 1, 2016 Promissory Note in the amount of \$14,500,000.00 executed by Ace in favor of Hamilton State Bank.
- 18. Ace's security interest in the assets of McCoy LLC was perfected through the filing of that certain UCC 1 Financing Statement with the South Carolina Secretary of State on June 17, 2016, as Filing No. 160617 1508542, a true and correct copy of which is attached to the Complaint as Exhibit G.
- 19. The guarantees of Robert McCoy and Misty McCoy grant Ace a security interest in certain assets which are owned by Robert McCoy and Misty McCoy.
- 20. Ace's security interest in the collateral of Robert McCoy and Misty McCoy was perfected through the filing of that certain UCC 1 Financing Statement with the North Carolina Secretary of State on June 17, 2016, as Filing No. 20160062015E, a true and correct copy of which is attached to the Complaint as Exhibit H.
- 21. On March 15, 2018, Ace filed its chapter 11 case. From the first day of the case, Ace indicated an intention to liquidate its assets in Chapter 11 for the benefit of creditors, particularly for Ace's first priority lender, Hamilton State Bank. These assets consist principally of floorplan loans, including assigned accounts and floorplan inventory, which Ace hopes to sell to other lenders.
- 22. McCoy LLC appeared at the first day hearings held on March 28, 2018 and has been an active participant in the bankruptcy case.
- 23. At the filing date, the Defendants were current on their payment obligations to Ace under the Agreements. However, shortly after Ace filed Chapter 11, the Defendants went into default, principally for failing to pay monies owed to Ace. This default may well have been tactical. On April 4, 2018, Robert McCoy sent an email to then counsel David Badger, indicating that he, Robert McCoy, saw an opportunity [in Ace's this business dispute and Ace's desire to sell its loan portfolio] "...to use this to my

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advantage to string this out as long as I can...unless he [Ace President] wished to make a deal now."

- 24. On May 16, 2018, Ace sent a Notice of Default, advising the Defendants that they were in breach of the Agreements. That notice further advised that pursuant to Section 6(a) (Remedies) of the Servicing Agreement, Ace was taking over all servicing rights of the Defendants to all Contracts. Further, notice was given that the Defendants were no longer authorized to collect amounts due pursuant to Contacts which have been purchased by Ace pursuant to the terms of the PPA. These instructions were ignored by the Defendants.
- 25. Instead, on May 24, 2018, Robert McCoy filed a proof of claim on behalf of McCoy LLC, averring that Ace owed its borrower a \$1.4 million secured debt. That claim is also founded upon the Agreements.
- 26. On or about May 30, 2018, agents for Ace successfully repossessed 23 vehicles, a portion of Ace's collateral, from one of McCoy LLC's car lots. Those vehicles were still being held by Ace's agents at the time of these hearings.
- 27. On June 18, 2018, Ace filed the instant adversary proceeding against the Defendants, together with emergency motions and requests for injunctive relief.
- 28. A hearing was first conducted on these matters on June 21, 2018. Because of other hearings on the Court's docket, a full evidentiary hearing could not be held on that date. To maintain the status quo, the parties agreed to an Interim Order dated June 25, 2018, effectively a temporary restraining order. The preliminary injunction and emergency motions hearing was conducted on July 18, 2018.
- 29. The evidence presented at this latter hearing clearly shows that the Defendants are in default of the Agreements in numerous ways, as set forth in Paragraph 55 of the Complaint and in the written Notices of Default sent to the Defendants (Exhibits K, L, M and N) ("the "Defaults"). The testimony presented, as well as the "McCoy Motors Weekly Statement Summary" (Exhibit DD), demonstrates that as of June 20, 2018, the total monetary default of the Defendants was approximately \$197,000.00.

CONCLUSIONS OF LAW

- 30. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. 157 and 1334, and pursuant to the Order entered by the Judges of the United States District Court for the Western District of North Carolina on July 30, 1984 (the Referral Order), which Order was entered in accordance with the Bankruptcy Amendments and Federal Judgeship Act of 1984.
- 31. According to the Complaint, the statutory predicates for relief are 11 U.S.C. Sections 105, 362, 365, 522, 541, 542, 1106, and 1115 of Title 11, and 28 U.S.C. Sections 152 and 157; Rules 7001, 7065, 9013, 9014 and 9020 of the Rules of Bankruptcy Procedure; North Carolina General Statute Sections 14-114 and 1-440.3; and Rules 9013-1 of the Local Rules of Practice for the United States Bankruptcy Court for the

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Western District of North Carolina. For the reasons stated below, this Court generally agrees with these assertions, although Section 522 and Section 1106, would appear inapplicable, on their face.

- 32. The gravamen of this Complaint is as follows: Ace alleges that it is the owner of, or the holder of a security interest in, the assets which are the subject of this Complaint, and further alleges these assets are in the possession of the Defendants. Ace contends that as the third-party customers under the retail sales contracts make payments on their obligations to the Defendants, and if upon default, their vehicles are repossessed or returned, the Defendants will continue to obtain such property going forward. Ace argues that these contract rights and the collateral held by the Defendants are property of the bankruptcy estate under 11 U.S.C. § 541. Demand for turnover having been previously made and refused by the Defendants, Ace suggests that the Defendants are in willful violation of the automatic stay of 11 U.S.C. § 362(a)(3). Ace also maintains these assets are subject to summary turnover under Section 542 of the Bankruptcy Code. Because of this, Ace concludes that these are core proceedings under 28 U.S.C. § 157(b). Defendants deny essentially all of these allegations.
- 33. Ace's contracts, including any Contracts which have been assigned to it, and its liens on the Defendants' property, are certainly property of the bankruptcy estate per 11 U.S.C. § 541(a). However, for the most part, this is not a turnover action under 11 U.S.C. § 542. Turnover is limited to circumstances where ownership of property is not disputed—where the property in question is clearly owned by Ace. See The Finley Group v. Roselli (In re RedF Marketing), No. 12-32462, 2018 WL 3475887, at *9 (Bankr. W.D.N.C. July 5, 2018). Further, Section 542 may not be employed to resolve breach of contract disputes, where the breach is itself disputed. *Id.*
- 34. This action runs afoul of both turnover limitations. While styled a turnover, it is that only as to property which Ace clearly owns—essentially the assigned customer retail installment contracts. Otherwise, Ace's action is essentially a lender breach of contract action against its floorplan borrower, paired with a foreclosure against its collateral under the Uniform Commercial Code ("UCC") and other applicable state law. Because the Defendants have refused to act in accordance with the Agreements, Ace seeks judicial assistance in recovering control over its property and collateral. In short, Ace seeks the ancillary state law remedies of attachment and claim and delivery. Further, Ace seeks injunctive relief under Federal Rule of Bankruptcy Procedure 7065.
- 35. As such, this action presents both "core" and "related to" matters. 28 U.S.C. § 157(b)(2)(E). Ace's request for judicial assistance to recover control over the assigned accounts which are clearly property of the estate is a "core" 11 U.S.C. § 542 turnover claim.
- 36. Primarily, Ace's attempt to collect against the Defendants under the Agreements is a state law breach of contract claim and an action designed to augment the estate. That would weigh in favor of treating the remainder of the action as "related to" under 28 U.S.C. § 157(c)(1).

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- 37. However, McCoy LLC has filed a \$1,431,867.32 secured claim in this case. Because that claim is founded upon the same agreements and events complained of by Ace in this lawsuit, the two claims are compulsory counterclaims. This makes the present action a "core matter" under 28 U.S.C. § 157(b)(2), both as an objection to claim under subpart B and a debtor's counterclaim against a party filing a claim under subpart C.
- 38. Additionally, by filing a proof of claim in this case, McCoy LLC has consented to final disposition of these matters by this bankruptcy court. *Wellness Int'l Network v. Sharif*, 135 S. Ct. 1932 (2015).
 - 39. Venue of this action is proper in this Court pursuant to 28 U.S.C. § 1409.
- 40. The Agreements are executory contracts, subject to the provisions of Sections 362 and 365 of the Bankruptcy Code.
- 41. Due to the Events of Default, and the failure to cure such defaults within the time provided in the Agreements and the Notices of Default, Ace is entitled to exercise its contractual and statutory rights and remedies, including but not limited to those of a secured party under the UCC as adopted by the States of North Carolina and South Carolina.
- 42. Because all Contracts have been declared as Non-Performing as a result of the Defendants' defaults, the Defendants have no claim against Ace for any Performance Compensation pursuant to Paragraph 5(d) of the PPA ("Exhibit A") and Section 3.2 of the PPA Addendum (Exhibit D).
 - 43. Ace properly accelerated the liabilities of the Defendants.
- 44. Ace properly terminated the Servicing Rights of the Defendants pursuant to Paragraph 6 of the Servicing Agreement.
- 45. Ace has the exclusive right to collect any and all payments due under the Contracts from the Vehicle Buyers or any other source.
- 46. Ace has the right to enforce its properly perfected security interest in its collateral under the Agreements, pursuant to the Agreements and North Carolina General Statute § 25-9-101 et. seq.

ALLEGED DEFENSES OF DEFENDANTS

- 47. The Defendants allege that Ace made inaccurate statements in its advertising concerning the BHPH program. These included statements such as Ace's financing program allows dealers "...to retain the equity in your business..." (McCoy LLC Exhibit I) and that a benefit of the financing program was that there was "[n]o lien on your property" (McCoy LLC Exhibit F). These advertising materials do not provide the Defendants with a valid defense to their obligations.
- 48. The advertising flyers in question were unexecuted, nonspecific materials. Moreover, these documents predate the Agreements that the parties executed, and legally cannot be employed to contradict the terms of the parties' signed Agreements. On the other hand, the Agreements are commercial contracts which must be enforced by

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their terms. The Defendants are experienced in the used car business. They were under no compulsion to sign the Agreements. They had the opportunity to review the Agreements prior to signing them, and the freedom to not enter into the Agreements if the terms were not acceptable. Because the Agreements are the final, written expression of the parties' agreements, they are binding and are not subject to reinterpretation based upon prior writings. See Cable TV, Inc. v. Theatre Supply Co., 302 S.E.2d 458, 460 (1983) ("The parol evidence rule excludes prior or contemporaneous oral agreements which are inconsistent with a written contract if the written contract contains the complete agreement of the parties."). Additionally, the Agreements are not subject to reinterpretation due to a particular party's contrary understanding of the arrangement. See Wilson v. Wilson, 714 S.E.2d 793, 796 (2011).

- 49. The Defendants further allege that Ace owes McCoy LLC approximately \$50,000.00 for refunds received from cancelled GAP protection, that Ace had agreed to give the Defendants a \$50,000.00 credit on account of the claim, and that there was a verbal contract to give the Defendants this credit. Ace disputes that it has any liability to the Defendants for such refunds.
- 50. Because the record is not clear as to this alleged defense, the Court makes no finding as to the allegations about what was or was not promised concerning GAP. Either way, Ace was not authorized to make any binding settlement of such a claim without compliance with Bankruptcy Rule 9019 (which has not been done), and Court approval (which has not been given). Thus, there was no binding contract about GAP and therefore no breach of any such contract by Ace. The Court would further note that, even if a claim for a refund existed, the Defendants appear to have contractually released Ace from such claim (see Paragraph 20, PPA), or the refund claim is an asset which secures Ace's claim against the Defendants.
- 51. Finally, and even if there was a binding agreement with Ace for a \$50,000.00 credit, the amount of the Defendants' default significantly exceeds \$50,000.00. As such, the Defendants' claim is not a valid legal justification for the Defendants to cease making timely payments to Ace.
- 52. The Defendants further allege that Ace's claims and its liens are in some way defective because some of the vehicle titles (such as Defendant's Exhibit H) show the first lien holder as AMAC (an acronym of Ace's full legal name). McCoy testified as to his belief that the provisions of North Carolina General Statute § 25-9-503(c) applied, and that the trade name AMAC rendered the documentation defective. This Court disagrees.
- 53. In the first place, North Carolina General Statute § 25-9-503(c) does not apply to the perfection of liens on motor vehicle titles. The statute is only relevant to financing statements filed in accordance with the UCC.
- 54. Second, even if the UCC was applicable to the notation of a lender's name on vehicle titles, it would not change the outcome. Whether a name on a financing statement is seriously misleading generally pertains to the name of the debtor, not the secured party. See N.C. Gen. Stat. §§ 25-9-503 and 25-9-506. Further, whether a filed

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financing statement is so misleading as to render the security interest unperfected is a question of perfection, not enforceability. As such it is of concern to other secured parties, not the debtor. Even an unperfected security agreement is enforceable against the grantor. N.C. Gen. Stat. § 25-9-203. The use of AMAC does not invalidate any agreements between Ace and the Defendants.

- 55. The Defendants also suggest that they have an ownership interest in the Contracts and that this ownership interest entitles the Defendants to collect payments from Vehicle Buyers. The Court disagrees. The Agreements clearly provide that purchased Contracts were assigned to Ace. The titles attached as a Supplemental Exhibit corroborate that fact. There was a full, not a partial or collateral, assignment of the Contracts by McCoy LLC to Ace.
- 56. As an absolute assignee, Ace is the owner of the Contracts. The Defendant McCoy LLC was but a licensee whose right to collect and use a portion of the payments from the Vehicle Buyers was contractual and conditional. Because the Defendants were in default of the agreements which create and govern that license, Ace was entitled to, and did, terminate McCoy LLC's servicing rights. Ace is entitled to control and collect upon the Contracts.²
- 57. Even if the assignment were only for security, the same basic result would pertain under the UCC.
- 58. Admittedly, the Agreements, give the Defendants a contractual right to receive Performance Compensation under certain circumstances. However, this contractual right is not equivalent to an ownership interest in the Contracts; it is a contract right which is not absolute. Under certain conditions, the Defendants' right to receive Performance Compensation can be terminated.

CONCLUSIONS WITH RESPECT TO EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AND EMERGENCY MOTION FOR TURNOVER OF PROPERTY OF THE ESTATE

- 59. Ace is the owner of, or the holder of a security interest in, the assets which are the subject of this Complaint, and that these assets are in the possession and/or control of the Defendants.
- 60. As noted, the Defendants are in default under the Agreements. Although current as of the March 15, 2018 bankruptcy date, the Defendants were almost \$200,000 in arrears as of the hearing date. They are not remitting (or through the ACHS account, permitting Ace to sweep) the underlying customer payments. Although required under the Agreements as well as the Interim Order, the Defendants have failed to account for

² Although a buyer of accounts also falls within the definition of "secured party" under N.C. Gen. Stat. § 25-9-102(a)(75)(C) and (D), to the extent Ace is an assignee, most of the limitations placed on a secured party are inapplicable. As Comment 9 to § 25-9-601 explains "[a]lthough denominated 'secured parties,' these buyers own the entire interest in the property sold and so may enforce their rights..."

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the monies they have collected from customers on the assigned accounts. They also appear to be out of trust with regard to floorplanned vehicles.

- 61. Ace has already terminated McCoy LLC's right to collect the accounts, and under the Agreements has the right to immediate possession of the Debtor's assets. The Defendants have refused to acknowledge the termination of their servicing rights and to allow Ace the exclusive rights to collect payments due under the Contracts which are owned by Ace.
- 62. Further, as the third-party customers under the retail sales contracts make payments on their obligations to the Defendants, and if upon default, their vehicles are repossessed or returned, the Defendants will continue to obtain such property going forward.
- 63. As noted, the assigned accounts, and any related documentation are estate property, subject to turnover under Section 542 of the Bankruptcy Code. At worst, they are Ace's collateral.
- 64. The remainder of the property at issue consists of liens on the property of others, meaning turnover is not a viable cause. This does not mean relief is unavailable, however, as to Ace's collateral. As a secured party under the UCC and under other state law, upon default, Ace was entitled to exercise its default remedies.
- 65. UCC § 9-607 provides a secured party with a right to collect liquid collateral such as accounts receivable, general intangibles, chattel paper, notes, deposit accounts, and other intangible assets that oblige an underlying obligor to make payment or render performance to the debtor. See UCC § 9-607(a) and N.C. Gen. Stat. § 25-9-607(a). As to accounts owed to its debtor, the secured party
 - "(1) [m]ay notify an account debtor or other person obligated on collateral to make payment or otherwise render performance to or for the benefit of the secured party; (2) [m]ay take any proceeds to which the secured party is entitled under G.S. 25-9-315; (3) [m]ay enforce the obligations of an account debtor or other person obligated on collateral and exercise the rights of the debtor with respect to the obligation of the account debtor or other person obligated on collateral to make payment or otherwise render performance to the debtor, and with respect to any property that secures the obligations of the account debtor or other person obligated on the collateral. N.C. Gen. Stat § 25-9-607(a)."
- 66. The Official Comment to this section explains that this provision "allows the assignee to liquidate collateral by collecting whatever may become due on the collateral, whether or not the method of collection contemplated by the security arrangement before default was direct...or indirect...." Official Comment 2 to N.C. Gen. Stat. § 25-9-607.
- 67. Thus, Ace is within its rights to seek recovery of the amounts owing by customers under the assigned retail installment accounts, aka the Contracts.

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- 68. A secured party's UCC default rights are cumulative and may be exercised simultaneously. Thus, a secured party may bring an action against the debtor while at the same time repossessing and selling the collateral at a nonjudicial foreclosure sale. Zinnecker, *The Default Provisions of Revised Article* 9, 54 Bus Law. 1113, 1117 (1999). This is what Ace has done in this case, first by exercising self-help repossession against the vehicles on the Defendant's lot, and now by seeking recovery of its debt and access to the remainder of its collateral through this action.
- 69. Under the UCC, Ace is also entitled to employ any procedure available under any applicable law outside of N.C. Gen. Stat. § 25-9-601. Official Comment 6 to this section dictates that Ace, as a secured party, may reduce a claim to judgment, foreclose, or otherwise enforce the claim, security interest, or agricultural lien by any available judicial procedure.
- 70. Among these applicable procedures is an ancillary claim and delivery remedy under North Carolina common law (and to the extent applicable, South Carolina § 15-69-10). Another is prejudgment attachment through N.C. Gen. Stat. § 1-440. These remedies are available in bankruptcy through Federal Rule of Bankruptcy Procedure 7064, entitled "Seizing a Person or Property," which adopts Federal Rule of Civil Procedure 64 in adversary proceedings. Federal Rule of Civil Procedure 64, in turn, provides that all remedies available under the law of the state where the court is located for the seizure of property to secure satisfaction of a potential judgment may be employed by the bankruptcy court. Of relevance here, these state law remedies include attachment, replevin, sequestration, and any other equivalent remedy. Claim and delivery is the modern equivalent of a replevin action.
- 71. Another available remedy is a preliminary injunction under Federal Rule of Bankruptcy Procedure 7065, as has been sought in this action by Ace.
- 72. Because it is Ace that is seeking such prejudgment remedies, no bond or other security is required. Fed. R. Bankr. Pro. 7065.
- 73. There is a substantial likelihood of success on the merits of Ace's claims, given the clarity of the Agreements and the payment and other breaches of the Agreements by the Defendants.
- 74. Ace and the bankruptcy estate will be irreparably harmed unless this Court issues an injunction, including the likely transfer of funds by the Defendants, and the improper disposal of automobiles, cash and other collateral. A moving party can show irreparable injury where, as here, assets may be dissipated to avoid the satisfaction of a judgment. See, e.g. Merch. Transaction Sys. v. Necela, Inc., 2010 U.S. Dist. LEXIS 12602, 8-9 (D. Ariz. Jan. 21, 2010) (citations omitted). Indeed, money damages will be an inadequate remedy due to impending insolvency of the defendant or that defendant has engaged in a pattern of secreting or dissipating assets to avoid judgment. Id. at 15 (citation omitted).
- 75. The evidence presented at hearing, together with the prior proceedings in this case, indicates that Ace's fears about the dissipation of its property/collateral are well

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founded. Apart from the payment defaults, the Defendants have evidenced a disregard for the parties' agreements and undertakings. Their previous actions suggest that they intend to do whatever necessary to prevail in this dispute with Ace. Robert McCoy terminated his prior lawyer when Robert McCoy decided that attorney was not acting as aggressively as he deemed appropriate. Robert McCoy filed a proof of claim under oath against Ace representing that McCoy LLC was owed a \$1.4 million secured debt by Ace, although the evidence at hearing shows no colorable basis for such a large debt, and absolutely no basis for a secured claim against the Debtor's estate. Further, when Ace declared a default, and exercised its UCC self-help repossession remedies, Robert McCoy attempted to have Ace's officers arrested on criminal charges and caused McCoy LLC to sue Ace's repossession agency in state court. He also published potentially defamatory remarks about Ace employees on the internet. When Ace filed this action, Robert McCoy responded with a bar grievance against Ace's counsel—because in his mind, counsel violated the Fair Debt Collection Practices Act. Now after agreeing to an Interim Order designed to maintain the status quo until this hearing could be held, Robert McCoy and the other Defendants have failed to comply with its terms. The evidence presented suggests that since default was declared in March, the Defendants have continued to collect the assigned accounts, and have failed (as required by the Interim Order) to account for these monies. It is clear that absent an injunction, these monies and Ace's other collateral will be dissipated long before any trial can be held.

- 76. The injury to Ace and the bankruptcy estate outweighs whatever damage the proposed injunction may cause the Defendants.
- 77. If issued, the injunction would not be adverse to the public interest. In the first instance, public policy undoubtedly favors the enforceability of contracts and security interests in property. That public policy is, in the case of UCC security interests, clearly expressed in the default provisions of Article 9 which upon default, provide that a secured party such as Ace may realize upon its collateral. Further, the public interest strongly favors maximizing the return to creditors in bankruptcy cases and the issuance of an injunction prohibiting the Defendants from transferring, dissipating or concealing assets will make it substantially more likely that Ace will be able to recover funds to make a meaningful distribution in this case.
- 78. This Court's power to issue injunctions is grounded in the provisions of Federal Rules of Bankruptcy Procedure 7064 and 7065, along with the applicable state statutes and common law authorities. It is also found in this Court's equitable authority. Courts generally have the power to issue a preliminary injunction to prevent a defendant from dissipating assets in order to preserve the possibility of equitable remedies. *Republic of Philippines v. Marcos*, 862 F.2d 1355, 1364 (9th Cir. 1988). Moreover, 11 U.S.C. Section 105(a) provides explicit authority for the granting of injunctive relief in bankruptcy matters. In the exercise of its authority under 105, the Bankruptcy Court may use its injunctive authority to protect the integrity of a bankruptcy estate and the Bankruptcy Court's custody thereof and to preserve to that Court the ability to exercise the authority delegated to it by Congress. *See A.H. Robins Co. v. Piccinin*, 788 F.2d 994, 1003 (4th Cir. 1986) (quoting *In re Johns Manville Corp.*, 40 B.R. 219, 226 (S.D.N.Y. 1984)).

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79. Good and sufficient cause has been shown for the injunctive relief sought in the Motions.

CONCLUSIONS WITH RESPECT EMERGENCY MOTION FOR INJUNCTION OF DEFENDANTS FROM PURSUING CAR MASTERS LITIGATION AND EMERGENCY MOTION FOR INJUNCTION OF DEFENDANTS FROM PURSUING CRIMINAL COMPLAINT

- 80. Robert McCoy presented copies of documents showing the dismissal of the state court actions against Car Masters, and Robert McCoy testified that he had advised the York County Sheriff's Department that he did not wish to pursue his criminal complaint.
- 81. As such, the Emergency Motion for Injunction of Defendants from Pursuing Car Masters Litigation and the Emergency Motion for Injunction of Defendants from Pursuing Criminal Complaint are moot.
- 82. Ace has not waived any claims or causes of action arising from the facts relevant to the Emergency Motion for Injunction of Defendants from Pursuing Car Masters Litigation and the Emergency Motion for Injunction of Defendants from Pursuing Criminal Complaint.

CONCLUSIONS WITH RESPECT TO INTERIM ORDER

- 83. From the evidence presented, none of the parties have completely complied with their obligations under the Interim Order, although there are material differences in the materiality of the parties' failures in this regard.
- 84. For its part, Ace did not deliver the 23 repossessed automobiles to Manheim Auto Auction in Statesville, North Carolina, although it did present testimony which sought to explain the reason for not doing so. Essentially, Ace delayed transporting the cars until the storage facility had car haulers available to move them all at one time (as opposed to driving them one at a time to Statesville). This appears to have been a sensible, and good faith effort by Ace to save money (for both sides). However, this change should have been discussed in advance with the Defendants, and a modification of the Interim Order sought from this court.
- 85. The violations of the Defendants are much more serious and prejudicial. It does not appear that the Defendants have made a serious attempt to comply with the provisions of the Interim Order requiring: a) the Defendants, commencing on June 21, 2018, to pay over to Lang any collections from the Vehicle Buyers on a daily basis; b) that Lang hold the daily payments from the Defendants in an escrow account (the "Lang Escrow Account") pending further order of this Court; c) that McCoy LLC account for funds received from Vehicle Buyers and in its possession as of June 21, and that it not spend such funds pending further order of the Court; and d) that written responses to the Motions be filed no later than July 9, 2018.

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- 86. The testimony and evidence (Exhibit II) showed that an account with BB&T ("Account 0022") was opened on or about June 27, 2018. No evidence was presented showing that any deposits were made into Account 0022. Robert McCoy testified that he did not know the source of the funds which were used to open Account 0022.
- 87. The testimony showed that on or about July 13, 2018, Lang opened another account with BB&T ("Account 0014"). Robert McCoy testified that he did not know why Account 0014 was opened. Exhibit II includes Transaction Receipts showing deposits of \$27,191.87 and \$15,706.30 into Account 0014 on July 16 and July 17, 2018, respectively.
- 88. Other than the two Transaction Receipts in Exhibit II, there was no accounting, copy of bank statements or other evidence presented to the Court concerning Account 0022 or Account 0014. There was no evidence presented showing that the deposits made on July 16 and July 17 had cleared and constituted available funds. Robert McCoy testified that the McCoy LLC check deposited on July 17 would clear, that funds were available in the McCoy LLC account to cover the check, and that he had never written a check for insufficient funds.
- 89. Because there is as yet no pending contempt motion, this Court will defer ruling on the question of the parties' compliance with the Interim Order. However, these material failures by the Defendants to comply with even agreed orders demonstrates the essential need to provide preliminary injunctive relief in favor of Ace.

Conclusions Regarding the Request for a Constructive Trust

90. Although Ace asks this Court to impose a constructive trust on all of the Defendants' assets, including proceeds, profits and product of same for its benefit and that of its bankruptcy estate, this would appear neither appropriate or necessary at this stage of the proceeding. Ace has well recognized, legally binding contract rights and security interests under the UCC and other state law. The monies which the Defendants may have collected, but not remitted, are either Ace's property or at worst, proceeds of its collateral. Ace is being permitted to exercise its rights under the Agreements to collect the assigned accounts from the third-party car purchasers, and to obtain possession of whatever has been previously collected from them by the Defendants or that which remains under their custody or control. There would appear to be no present need to create other, equitable remedies. This request is denied without prejudice to it being renewed should circumstances demonstrate a need.

Conclusions Regarding Other Defenses

91. In their comments to the proposed Order, the Defendants have largely rehashed their arguments from the latest hearing, which this Court rejected. The reasons for that ruling are stated above and need not be repeated. The Defendants have also asserted several new arguments not found in their Answers or in the arguments made at hearing. The Court declines to address these contentions, with one exception. For the benefit of any reviewing court the jury trial argument must be addressed as it concerns this Court's power to enter this order.

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- 92. In their comments to the draft order propounded by Ace, the Defendants have repeatedly asserted a right to jury trial, implicitly suggesting that a ruling on these emergency motions and this preliminary injunction should be delayed until a jury trial occurs. This is not a valid argument.
- 93. First, this is a preliminary injunction hearing under Federal Rule of Bankruptcy Procedure 7065. Such hearing is conducted when delay until a trial presents a prospect of irreparable harm. The aim is to preserve "the relative positions of the parties until a trial on the merits can be held." *University of Texas v. Camenisch*, 451 U.S. 390, 395 (1981). That being the case, a preliminary injunction is customarily granted on the basis of procedures that are less formal and evidence that is less complete than in a trial on the merits. A party thus is not required to prove his case in full at a preliminary-injunction hearing, *Progress Development Corp. v. Mitchell*, 286 F.2d 222, 233 (C.A.7 1961), and the findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding at trial on the merits. There is no right to a jury adjudication as to a preliminary injunction motion.
- 94. To the extent that this action involves the Debtor's property, summary turnover is provided for under 11 U.S.C. § 542. To the extent that Ace is seeking assistance in exercising its remedies as a secured party, the Defendants expressly granted the Debtor these pretrial remedies in the Agreements, including the right to terminate the license to collect payments on the assigned accounts, to reenter the Defendants' business premises and to repossess its property/collateral. The UCC contemplates these remedies prior to the filing of any action, much less a jury trial of the dispute. So do the applicable attachment and claim and delivery laws.
- 95. Finally, it appears that there is no jury trial right in this action, at least by McCoy LLC. By filing a proof of claim in this bankruptcy case against the Debtor, McCoy LLC has consented to the jurisdiction of this bankruptcy court and waived any right to a jury trial. *Langenkamp v. Culp*, 498 U.S. 42 (1990).

Based upon the forgoing Findings of Fact and Conclusions of Law and the entire record in this matter, and for good and sufficient cause otherwise shown, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- A. The Defendants shall immediately:
- (i) stop collecting any payments from Ace's customers/Vehicle Buyers with regard to the motor vehicles and Contracts that constitute collateral under the Agreements and otherwise cease taking any actions whatsoever to exercise servicing rights under the Agreements;
- (ii) direct all of Ace's customers and the Defendant's customers to make all payments directly to Ace;
- (iii) turn over any cash or other monies to Ace, including but not limited to payment received from Ace's customers or third parties that are in any way subject to the terms of the Contracts or Agreements;

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- (iv) turn over any vehicles to Ace (including those that have been repossessed) that constitute collateral under the Agreements or related to the Contracts (including all motor vehicles in Defendants' inventory), as well as all titles, accounting records, payment records of Vehicle Buyers, or other documentation associated with each vehicle;
- (v) cease communicating with Ace's customers and stop interfering with Ace's efforts to collect on its accounts under the Contracts;
- (vi) provide copies of all documents, accounting records and bank statements to Debtor, which are relevant to the location, use and disposition of Ace's collateral;
- (vii) turn over any refunds for GAP protection premiums paid in connection with the Contracts, which have been received or which are received in the future;
- (viii) execute any documents necessary to remove liens of any of the Defendants from any motor vehicles that are related to the Contracts, in order to provide Ace with a first priority lien on such vehicles (or, alternatively, Ace may do so pursuant to its Power of Attorney (PPA, Pages 24-25, Exhibit A);
- (ix) cease transferring, dissipating, concealing, moving, secreting or otherwise disposing of any assets of Ace or the Defendants, or assets which are collateral of Ace, including the sale of any motor vehicle in Defendants' inventory or possession, or the transfer of any funds or cash by any of the Defendants, pending further Order of the Court;
- (x) turn over all keys to any vehicles which are in their control or possession;
- (xi) cease any efforts to repossess any motor vehicles and provide Ace with any information (including access information) concerning any GPS devices on all motor vehicles related to the Contracts and/or in the Defendants' inventory;
- (xii) disclose the location of all of Ace's property or collateral of Ace, including all assets of the Defendants;
- (xiii) cooperate with Ace in connection with those matters set forth in Paragraph 19 of the Floorplan, Paragraph 5 of the PPA and Paragraph 6 of the Servicing Agreement; and
- (xiv) provide Ace with current addresses of all Vehicle Buyers under the Contracts.
- B. Any payments received, whether related to the Contracts owned by Ace or McCoy LLC shall be forwarded to Ace within no more than 24 hours of receipt.
- C. Upon entry of this Order, Lang shall turn over to Ace the balance in the Lang Escrow Account and any and all bank records related to Account 0022 and Account 0014. If any checks which have been deposited in the Lang Escrow Account clear after the initial

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balance has been turned over, Lang shall have three business days to remit the proceeds of those checks to Ace.

- D. Ace shall establish a separate escrow account into which it shall deposit all payments made under the Contracts, as well as the liquidation proceeds from the disposition or sale of assets owned by the Defendants. The funds in this escrow account shall not be spent or disposed of by Ace in any manner pending further order of the Court.
- E. The Court will enter a Supplemental Order providing that all Vehicle Buyers shall hereinafter make payments under the Contracts to Ace, and the same shall be served on the Vehicle Buyers by Ace.
- F. This Order shall be immediately effective and the provisions of Bankruptcy Rule 6004(g) staying the order for fourteen days shall not apply to this Order.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

Jim Henderson

From: Russ Algood <russ@acemotoracceptance.com>

Sent: Thursday, August 02, 2018 3:21 PM

To: Nicole Gregory; Ginny Harlan; Jim Henderson

Cc: Robin Milestone

Subject: Re: Ace Motor Acceptance Escrow Account

Correction Ace Motor Acceptance Corporation Escrow Account

On Thu, Aug 2, 2018 at 2:04 PM, Russ Algood < russ@acemotoracceptance.com > wrote:

The name on the account is Ace Motor Acceptance Escrow Account

On Thu, Aug 2, 2018 at 1:45 PM, Nicole Gregory < ngregory@acemotoracceptance.com wrote:

Good afternoon!

The escrow account for Ace Motor Acceptance Corp. has been set up with First Citizens Bank. Account information is as follows:

Routing #: 300 Account #: 206

Please let me know if you need any additional information.

Thank you!



Nicole Gregory

Accounting Team Lead

Ace Motor Acceptance Corporation

p: 704-882-7100 ext 7173

f: 704-625-9788

e: ngregory@myamac.com



Russ Algood
Chief Executive Officer
Ace Motor Acceptance Corporation

p: 704-882-7165

m:704-904-5829

f: 704-882-5847

e: russ@myamac.com



From: Rob McCoy <robmccoy@comporium.net>

Date: Thu, Aug 2, 2018, 5:17 PM

Subject: No Trespass

To: henderson < henderson @title11.com >

Cc: ginny <ginny@title11.com>, russ <russ@acemotoracceptance.com>, Robin Milestone

<rmilestone@acemotoracceptance.com>, kharmonlang <kharmonlang@gmail.com>

All of Ace Motor Acceptance Corporations employees, share holders, agents and the like are hereby on No Trespass Notice per SC State Law from McCoy Motors LLC 3606 Hwy 51 Fort Mill, SC 29715 and Ride Fast 1112 Highway 9 Bypass W. Lancaster, SC 29720

Rob McCoy McCoy Motors LLC

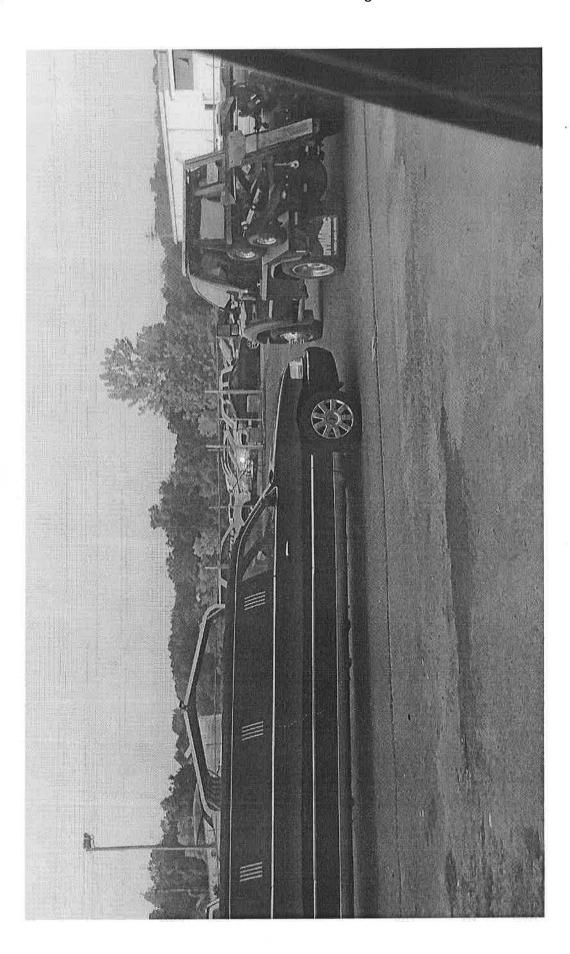




McCoy Motors Flint Hill Rd Entrance







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Jim Henderson

From:

Robin Milestone <rmilestone@acemotoracceptance.com>

Sent:

Friday, August 03, 2018 2:38 PM

To:

Rob McCov

Cc:

Jim Henderson; Ginny Harlan; russ; kharmonlang

Subject:

Re: Cease and Desist

To be clear, I've only forward a copy of the public court order

On Fri, Aug 3, 2018, 2:28 PM Rob McCoy < robmccoy@comporium.net > wrote:

The following is a quote from the FTC, it is our understanding that Mr. Milestone has violated FDCPA 805(b) numerous times today. He and all other Ace associates are to Cease and Desist immediately or legal action will be taken.

"Don't reveal the existence of a debt to third parties. According to the FTC, some of the Messaging for Money defendants blabbed to third parties that the consumers in question owed money. Outside very specific and narrow procedures authorized by the FDCPA, Section 805(b) makes it illegal to tell others – including friends, family, neighbors, co-workers, and employers – about a person's debts."

Rob McCoy

McCoy Motors LLC

On Aug 3, 2018 2:28 PM, "Rob McCoy" < robmccoy@comporium.net > wrote:

The following is a quote from the FTC, it is our understanding that Mr. Milestone has violated FDCPA 805(b) numerous times today. He and all other Ace associates are to Cease and Desist immediately or legal action will be taken.

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Rob McCoy

McCoy Motors LLC

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Jim Henderson

From:

Robin Milestone <rmilestone@acemotoracceptance.com>

Sent:

Tuesday, August 07, 2018 8:52 AM

To:

Jim Henderson; Russ Algood

Subject:

Fwd: Fw: ACCOUNTS

Attachments:

MCCOY MOTORS LLC 8.6.18.xlsx

An item to address when Jim returns. See the email chain below. Rob McCoy emailed another finance company Ace's portfolio trying to sell accounts. The Order requires McCoy to turn over accounting and dealer hasn't done so.



Robin Milestone
Customer Service
Ace Motor Acceptance Corporation

p: 704-882-7100 ext 7163

f: 704-200-9221

e: rmilestone@myamac.com

----- Forwarded message -----

From: Everling, Steven < Steven. Everling@usautocreditcorp.com>

Date: Mon, Aug 6, 2018 at 2:38 PM

Subject: Fw: ACCOUNTS

To: Robin Milestone < rmilestone@acemotoracceptance.com>

Robin,

Please see email from Rob at McCoy Motors. He wants to look at selling this portfolio to get out from under the 50-50 payment share program with AMAC.

I just wanted to know if these titles were available to transfer to us upon funding your pay off balances as I am not familiar with the protocol of buying portfolios currently in litigation.

If they are currently available I would need a 20 day pay off on each account so we can make an informed bid as I know we would have to pay off the entire portfolio in order for you to release any titles.

Thanks,

Steve Everling
US Auto Credit Corp



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Sr. Dealer Services Product Specialist 8375 Dix Ellis Trail ste 300 Jacksonville, FL 32256 cell (919) 433-6515 fax (866) 375-7504

From: Mccoy Motors < mccoymotors@live.com>

Sent: Monday, August 6, 2018 12:35 PM

To: Everling, Steven Subject: ACCOUNTS

Since it's been a few months do you wanna try and look at the Ace accounts again? They are attached.

Thanks Rob

ATTENTION: This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.



JOSH STEIN ATTORNEY GENERAL STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
9001 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-9001
www.ncdoj.gov

CONSUMER PROTECTION TOLL-FREE IN NC: 877.566.7226 OUTSIDE OF NC: 919.716.6000 FAX: 919.716.6050

August 22, 2018

AE Motor Acceptance Corporation 111 Cupped Oak Drive #F Matthews, NC 28104

> Re: File No. 1809021 Robert McCoy 11915 John K Hall Way Charlotte, NC 28277

Dear Sir:

The Consumer Protection Division has received the attached complaint regarding your business.

In order to assess the merits of the complaint and to determine appropriate action, we need to know your position and any proposed resolution. Therefore, we ask that you provide a written statement of your position, along with copies of any supporting documents, within fifteen (15) business days of the date of this letter.

Please refer to our File Number 1809021 when you correspond with our office concerning this matter. If you prefer to submit your response electronically, we request that you do so using your business' letterhead, indicating the name of the person sending the response and the sender's contact information. An electronic response should be sent to consumer@ncdoj.gov and cannot exceed 5 mb, including attachments.

Thank you for your cooperation.

David M. Fox

Consumer Protection Specialist

CONSUMER PROTECTION DIVISION

Enclosure

cc: Robert McCoy

EXHIBIT

DMF

Consumer

From: Sent: consforms@ncdoj.gov

o: Tuesday, A

Tuesday, August 21, 2018 11:17 AM

To: Subject: Attachments:

Complaint 42984 MCCOY

Equity.pdf; lien.pdf

Your Information

Prefix

Mr

* First Name

ROBERT

Middle Initial

* Last Name

MCCOY

* Mailing Address

11915 JOHN K HALL WAY

* City

CHARLOTTE

* State

NC

* Zip Code 28277

Country, if not US

Day Phone Number (including area

code)

8035779779

Evening Phone Number (including area

code)

Cell Phone Number (including area.

code)

8035779779

Fax Number (including area code)

County of Residence

MECKLENBURG

Email Address

ROBMCCOY@COMPORIUM.NET

I am a military service member or

military spouse

No

Information About Company Against Which You Are Complaining

* Full name of company

AE MOTOR ACCEPTANCE CORPORATION

Address

111 Cupped Oak Dr # F

City

MATTHEWS

State

NC

Zip Code

28104

Country, if not US

Company's internet address (URL)

https://acemotoracceptance.com/

* Telephone number, including area code

704-882-7100

DMF

Fax number, including area code

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved

Advertising for car / dealer agreement

Date of purchase, service, contract

Manufacturer or

brand

Model

Do not submit credit card or bank

account numbers through this form. If you need to provide that information as part of your complaint, please mail it to

us instead.

Account number

Serial number

Did you sign a contract or a lease?

Start Date End Date

Amount 1,450,000.00 Total amount paid 1,800,000.00 in dispute

Finance How was payment

made: agreement

Did you buy an extended service No

contract?

Limit of

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the I attended a trade show or convention At company's place of business Where did the transaction take place?

Details of Complaint

Ace Motor Acceptance Corporation advertises that the dealer "retain equity" which * Details to everyone I know equity = ownership. And they advertise "Instead of selling off

> your portfolio" which again implies you are not selling because you are retaining ownership. I will attach a document it's straight off their website under visiting

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DMF

2500 characters dealers. My document is 10 pages long I am referring to page 1, 2 and 5. Next they advertise 'NO LIEN ON YOUR PROPERTY" yet they file a UCC against you which is a lien on your property. This document will also be attached and is only 1 page long. Thank you

Resolution Attempts You Have Made

Have you contacted the company with

your complaint?

If yes, name of person most recently contacted

His/her phone number, incl. area code

Results

 * What resolution would you consider fair? (Limit 1,000 characters)

Do you have an attorney in this case?

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court?

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax?

Yes

Russ Algood

They say it doesn't matter only the contract matters and it says I sold it to them.

\$1,450,000

No

No







Ace Motor Acceptance Corp. (AMAC) specializes in providing capital to BHPH dealers. We understand what it takes to grow your business. Our BHPH in a BoxTM program not only provides funding for contracts it also has a floorplan line of credit to purchase inventory. BHPH in a Box™ was designed to create positive cash flow and allow you to retain control of the sales process. This allows you to keep your customer relationship after the sale to increase repeat and referral business. Instead of selling off your portfolio or doing an expensive payment stream, AMAC has a better alternative that allows you to retain the equity in your business. We approve the dealer not your retail customer.

How it works:



Sell the car

- You approve the customer
- You structure the loan
- You choose the deals you want to send to AMAC
- Send Document and Stips to AMAC for Funding



Upfront Cashflow

- AMAC advance designed to get you out of the inventory cost upfront
- Cash for both seasoned and point of sale loans



Backend Cashflow

- Cashflow from every payment
- You collect or we collect-either way customer can make payments at the lot



Additional Services Included

- Floorplan Line of Credit
- Reports Package to help run your business
- Insurance Tracking with Verificato

Acemotoracceptance.com 704-882-7100 ext. 7509

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VISITING DEALERS - AMAC

Page 1 of 9

8 CALL US: 704-882-7100 (tel:704-882-7100)

(https://https

ACE MOTOR ACCEPTANCE CORPORATION

(https://acemotoracceptance.com/)

HOME (HTTPS://ACEMOTORACCEPTANCE.COM) VISITING DEALERS

Make a

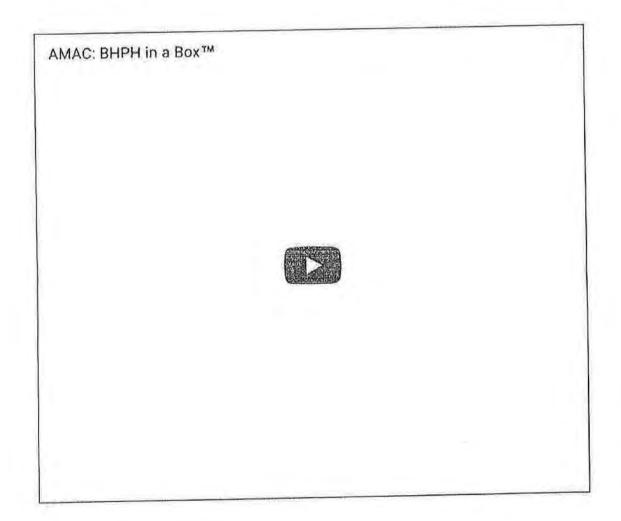
Payment (https://acemotoracceptance.com/make-a-payment)

The BHPH in a Box™ Program

Our BHPH in a BoxTM program not only provides funding for contracts, it also has floorplan lines of credit to purchase inventory. BHPH in a BoxTM was designed to create positive cash flow and allow you to retain control of the sales process. This allows you to keep your customer relationship after the sale to increase repeat and referral business, instead of selling off your portfolio or doing an expensive payment stream. AMAC has a better alternative that allows you to retain the equity in your business. We approve the dealer not your retail customer.

VISITING DEALERS - AMAC

Page 2 of 9



VISITING DEALERS - AMAC

Page 3 of 9



Ace Motor Acceptance Corp. (AMAC) specializes in providing capital to BHPH dealers. We understand what it takes to grow your business.

HOW IT WORKS:



Sell the cor



Uptront Cashtlow



Backend Cashflow



Additional Services Included





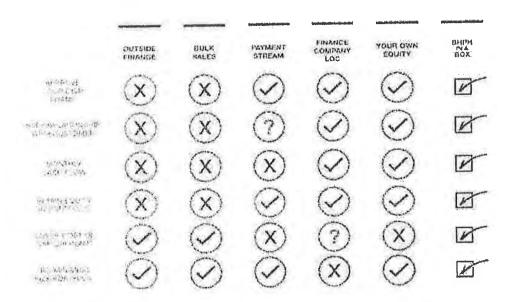




How does our BHPH in a Box™ Program compare to other financing options?

VISITING DEALERS - AMAC

Page 4 of 9



To find out more information about our BHPH in a BoxTM program, contact us below.

Please call 704-882-7100 ext.7509 - Or fill out the form below to get a call back,

Please complete the entire form before submitting.

DEALERSHIP NAME
Enter your Dealership Name

FIRST NAME

Enter your first name

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VISITING DEALERS - AMAC

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٠	ACT	M	٨	1.4

Enter your last name

EMAIL

Type your email address

CELL PHONE

Type your cell phone number

BUSINESS PHONE

Type your business phone number

ADDRESS

Street address here

CITY

City

STATE

State

ZIP CODE

Zip Code

HOW DID YOU HEAR ABOUT US?

Select One...

OTHER...

We would love to know how you found usi

SUBJECT

Enter a subject for your message

MESSAGE

Write your message

V

Send message



(http://www.alabamaiada.org/)



(http://www.theclada.com/)



(http://www.flada.com/)



(https://giada.org/)



(https://msiada.org/)



(http://www.niada.com/)



(http://www.bhphinfo.com/)



(http://www.tniada.com/)



(http://www.txiada.org/)



Symbol of Quality (http://www.vlada.org/)



payment/)

LIKE OHD BAKE

HOME (https://acemotoracceptance.com)

CONSUMER F.A.Q.
(https://acemotoracceptance.com/consumer-faq/)
MAKE A PAYMENT
(https://acemotoracceptance.com/make-a-

CONTACT US

(https://acemotoracceptance.com/contact-us/)
ABOUT US (https://acemotoracceptance.com/about-us/)

VISITING DEALERS

(https://acemotoracceptance.com/visiting-dealers/) NEWS (https://acemotoracceptance.com/news/)





BHPH IN A BOXTM PROGRAM

AMAC'S BHPH in a Box™ Program is great for both qualified new and seasoned BHPH Dealers looking to increase cash flow and retain control of their business

Basic Outline/Benefits:

- ✓ Access to capital from \$250k-\$3MM
- ✓ Advance Rates: 40-60% of Principal Amount Financed
- ✓ Funding for both Receivables and Inventory
- ✓ Collections: You collect or we collect
- ✓ Approve your own loans
- ✓ Great for point of sale and existing loans
- √ Cash flow from every payment
- ✓ Don't need to leverage entire portfolio
- √ Reports Package to help run your business
- √ Insurance tracking free of charge
- √ No lien on your property
- ✓ Qualify for large tax advantage using AMAC as your Related Finance Company***

*** See a qualified CPA to determine if you would qualify



704-882-7100 EXT 7509

Ace Motor Acceptance Corporation 111 Cupped Oak Drive, STE F Matthews, NC 28104

ACEMOTORACCEPTANCE.COM



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Jim Henderson

From: Kris Lang <kharmonlang@gmail.com>
Sent: Saturday, August 11, 2018 1:39 PM

To: Jim Henderson

Subject: BB&T Account

Attachments: BB&T Statement.pdf

Please see attached.

Please advise if you need anything else.

I was at the CLE seminar all day Friday. Thank you.

Kristin Harmon Lang, Esq. *

Lang Law Firm, P.C.

2435 Plantation Center Drive, Suite 205

Matthews, North Carolina 28105

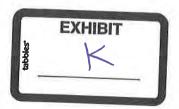
Telephone: 704-907-2203
Facsimile: 704-847-1452
Email: Kris@LangLawNC.com
Website: LangLawNC.com

* North Carolina Board Certified Specialist in Real Property Law: Residential, Business, Commercial

and Industrial Transactions

Please note that all email correspondence to the firm, including Requests for Title, Loan Packages and Title Binders, should be sent to Charlotte@LangLawNC.com. Thank you!

Email: kharmonlang@gmail.com





Page 1 of Z 07/31/18 NC 1340004480014



500-34-01-00 55634 0 C 001 26 50 004 LANG LAW FIRM PC ESCROW ACCT 2435 PLANTATION CENTER DR STE 205 MATTHEWS NC 28105-5404

Your account statement

For 07/31/2018

Contact us



BBT.com



(800) BANK-BBT or (800) 226-5228

Your account security is our top priority. That's why BB&T will soon be providing interactive alerts on Business Debit Card transactions if BB&T suspects fraud, primary account owners who have provided contact information will be automatically contacted through a text, email, Small Business Online banking, U by BB&T or phone. Account owners will be able to respond immediately to secure all cards on the account including those that employees use. Interactive alerts will be automatically included with your BB&T Business Debit Cards.

BB&T. Member FDIC.

**** BUSINESS VALUE 50 CHECKING 1340004480014**

Account summary

Your previous balance as of 07/12/2018	\$0.00
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 42,898.17
Your new balance as of 07/31/2018	= \$42,898.17

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
07/16	COUNTER DEPOSIT	27,191.87
07/17	COUNTER DEPOSIT	15,706.30
Total de	eposits, credits and interest	= \$42,898.17

Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&1 Liability Risk Management

P.O. Box 996

Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T linancial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

Your name and account number

Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information

The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&T Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an INTEREST CHARGE

will automatically be imposed on the account's outstanding "Average daily balance." The INTEREST CHARGE is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid inTEREST CHARGE. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Member FDIC

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division

P.O. Box 200

Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process; you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-In deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT corn to locate the BB&T financial center clusest to you, Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstand	ding Checks an	d Other Debits (Sec	tion A)
List the new balance of your account from your latest statement here:		Date/Check #	Amount	Date/Check #	Amount
 Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here. 	1		· · · · · · · · · · · · · · · · · · ·		
 Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:) /				
 Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here: 		Quistandi	ng Dennetts an	d Other Credits (Se	action PV
i. Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.		Date/Type	Amount	Date/Type	Amount

Total Payments Dealer to Escrow

Payment voids for corrections Payments Collected by McCoy- Posted by AMAC Payments Collected & Posted by McCoy Motors NET PAYMENTS DEALER TO ESCROW Payment voids for corrections Payments Collected by McCoy- Posted by AMAC Payments Collected & Posted by McCoy Motors July Payment Posting Summary NET PAYMENTS DEALER TO ESCROW Aug Payment Posting Summary (6,339.37) 66,520.19 34,285.72 1,382.02 34,997.26 72,859.56 (670.48)



Payments Posted in July

99 COY1	99 COV1	99 COYI	99 COY1	39 COY1	99 COYI	99 COY1	99 COY1	99 COY1	99 COY1	99 COY1	99 COY1	99 COY1	99 COY1	99 COY1	39 COY1	99 COY1	99 COY1	99 COY1	99 COY1	29 COY1	99 COYI	1403 66	1A03 66	1400 66														
1003947 VOEUN VOEU	1002797 STRAIN JOS	1002797 STRAIN JOS	1002443 BROWN PATR	1002443 BROWN PATR	1002443 BROWN PATR	1002440 CLYBURN WI	1000394 THREATT JO	1000394 THREATT JO	1000394 THREATT JO	997712 DENNIS JR	997712 DENNIS JR	997712 DENNIS IR	997712 DENNISJR	1005234 FEWELLLAK	1005881 WYNN DETER	1005881 WYNN DETER	999185 COUSAR JAS	999185 COUSARJAS	1000833 MCGRIFF DA	1000833 MCGRIFF DA	1002823 JOHNSON DE	100Z823 JOHNSON DE	1005479 IZZARD MAR	100S479 IZZARD MAR	1000543 LANEY ZARO	1004755 GILLISPIE												
S	s	w	S	S	(n	15	S	ŧ,	40	10	rò.	15	10	(A	S	w	1/1	·s	to.	in	s	s	s	s	¢A.	t/s	to	us	un	s	ts.	\$	Ś	s	ts	'n	v,	in
238.88	180.00	160.00	228.95	228.95	228.95	137.13	7.20	200.00	100.00	50.00	158.88	163.00	163.00	300.00	53.25	296.38	250.00	249.02	188.60	197.00	223.00	220.00	50.00	50.00	140.00	50,00	7.20	83,79	50.00	179.00	50.00	100.00	360.00	100.00	238.19	238.19	238.19	236.11
2755587 5	2755585 \$	2755583 \$	2755580 \$	2755578 \$	2755576 \$	2755572 \$	2755570 \$	2755568 \$	2755565 \$	2755563 \$	2755557 \$	2755555 \$	2755553 \$	2755546 \$	2755544 \$	2755543 \$	2755541 \$	2755538 \$	2755519 \$	2755517 \$	2755504 \$	2755502 \$	2755493 \$	2755491 \$	2755483 \$	2755481 \$	2755479 \$	2755477 \$	2755475 \$	2755473 \$	2755471 \$	2755469 \$	2755467 \$	2755466 \$	2755465 \$	2755463 \$	2755461 \$	2755445 \$
מתחם	140.19	110.93	100.48	163.87	21.91	84.13		151.54		è	120.61	125,23	r	144.07	7	255.21	168.31	•	67.54	ť	89.39	91.74	£	4	52.52	¥	7.20	40.52		53.72	è	v	315.32	9	229.51	115.47	190.65	15137
n.	is.	U)	v	to.	v	(/ +	S	in	S	on	v.	in	vs.	(S)	(r)	S	in	s	s	·s	v	s	S	N.	w	10	s	n	V)	in	S	·	m	*	·n	S	S	S
142 28	36.98	41.13	128.47	65.08	195.59	53,00	7.20	48.46	100.00	38.09	30.74	37.77	155.06	155.93	53,25	41.17	66.87	237.16	111.70	187.57	124,78	117,41	39.27	39.11	87.48	39.11	٠	43.27	50.00	125.28	50.00	91.07	44,68	100.00	8.68	122.72	35.63	84.74
,	co	\$ 7.94	s		\$ 11.45	ss.	5	vi	S	\$ 11.91	\$ 7.53	·	\$ 7.94	s	·	s.	\$ 14.82	\$ 11.86	\$ 9.36	\$ 9.43	5 8.83	\$ 10.85	\$ 10.73	\$ 10.89	S	\$ 10.89	·s	s.	5	5	s.	\$ 8.93	S	so .	s.	·	\$ 11.91	5
^	t)	\$ 4,167.95	\$ 12,309.42	\$ 12,409.90	\$ 12,573.77	\$ 11,546.52	\$ 11,630,65	\$ 11,630.65	\$ 11,782.19	\$ 11,782.19	\$ 5,075.84	5 5,196.45	\$ 5,321.68	\$ 10,735.86	\$ 10,879.93	\$ 10,879.93	\$ 11,135.14	\$ 12,172.86	\$ 9,378.75	\$ 9,446.29	\$ 11,160.32	\$ 11,249.71	\$ 9,890.18	\$ 9,890.18	\$ 10,646.59	\$ 10,699.11	\$ 8,997.56	\$ 9,004.76	\$ 9,045.28	\$ 9,045.28	\$ 9,099.00	\$ 9,099,00	\$ 11,193.66	\$ 11,508.98	\$ 11,508.98	\$ 11,738.49	\$ 11,853.96	5 8,067.36
07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018	07-10-2018
Č4	3.	8 06-15-2018	06-29-2018	06-15-2018	8 06-08-2018	06-28-2018	06-28-2018	06-21-2018	06-21-2018	06-14-2018 \$	06-30-2018	06-22-2018 \$	06-15-2018 \$	07-10-2018	07-10-2018	06-14-2018 \$	06-09-2018 \$	06-11-2018 \$	06-23-2018 \$	06-11-2018 \$	06-23-2018 \$	06-08-2018	06-22-2018 \$	06-22-2018 \$	06-23-2018 \$	06-21-2018 \$	06-15-2018 \$	06-15-2018 \$	06-15-2018 \$	06-01-2018 \$	05-24-2018 \$	05-18-2018 \$	07-10-2018 \$	07-06-2018 \$	06-23-2018 \$	06-22-2018 \$	06-08-2018 \$	06-08-2018 5
\$ 238.88	\$ 180.00	\$ 160.00	\$ 228.95	\$ 228.95	\$ 228.95	\$ 137.13	\$ 7.20	\$ 200.00	\$ 100.00	\$ 50.00	\$ 158.88	\$ 163.00	\$ 163.00	\$ 300.00	\$ 53.25	\$ 296.38	\$ 250.00	\$ 249.02	\$ 188.60	\$ 197.00	\$ 223.00	\$ 220.00	\$ 50.00	\$ 50.00	\$ 140.00	\$ 50.00	\$ 7.20	\$ 83.79	\$ 50.00	\$ 179.00	50.00	\$ 100.00	360.00	100.00	3 238.19	238.19	238.19	236.11

	7 07-10-2018	\$ 13,427.82 \$ 13,328.57		139,43	98.24 S 99.25 S	0. 0	2755806	237.67	v. v	1005231 WILLIAMS R 1005231 WILLIAMS R	99 COY1	
		5.13,427.82		139,43	18.24 S		COULTY .	10.107	¥	1005231 WILLIAMS R	99 COY1	
6.14		Challenger of Court of St.			The second		37559A5 4	73767		The same of the sa		
	07-10-2018	\$ 13,526.06	·	140.43	97.24 \$	9	2755803	237.67	s	1005231 WILLIAMS R	99 COY1	
	3 07-10-2018	\$ 6,022.33	s.	100.00		5	2755800 \$	100.00	s	1005818 WEATHERS 5		
018 06-29-2018 \$	07-10-2018	\$ 9,208.46	\$ 18,00	196.14	264.98 \$	\$ 26	2755796	479.12	s	998450 CZELUSNIAK		
018 07-06-2018 \$	07-10-2018	\$ 14,862.15		154.10	83.40 \$	8	2755793	237.50	S	1005908 WASHINGTON	99 COY1	
018 06-22-2018 \$	07-10-2018	\$ 14,945.55	\$	235.62	3.45 \$	10	2755791	239.07	···	1005908 WASHINGTON	99 COY1	
	~	\$ 14,949.00	\$ 11.95	225.19	S	v.	2755789	237.14	u	1005908 WASHINGTON	99 COY1	
	07-10-2018	\$ 12,777.61	\$ 11.96	132.96	118.06 \$	5 11	2755787	252.98	s	1005478 KIRKWOOD T	99 COY1	
018 06-25-2018 \$	07-10-2018	\$ 9,555.94	· s	71.53	155,48 \$	\$ 15	2755785	227.01	v	1005338 WADE KESHA	99 COY1	
018 06-15-2018 \$	2 07-10-2018	\$ 9,711.42	\$ 11.35	151.39	75.62 \$	\$ 7	2755783	238.36	S	1005338 WADE KESHA	99 COYI	
	07-10-2018	\$ 11,688.09	\$ 9.90	155.91	72.83 \$	5 7	2755781	238.64	t/s	1005337 RIVERS KIE	99 COYI	
	07-10-2018	\$ 11,760.92	\$ 11.93	182.58	44.13 \$	4	2755780 9	238.64	s	1005337 RIVERS KIE	99 COY1	
018 06-29-2018 \$	07-10-2018	\$ 11,659.25	s.	121.43	115.68 \$	5 11	2755777	237.11	50	1005330 CAMPBELL M	99 COY1	
018 06-15-2018 \$	07-10-2018	\$ 11,774.93	s.	61.62	175.49 \$	\$ 17	2755767 9	237.11	(s)	1005330 CAMPBELL M	99 COY1	
018 06-08-2018 \$	07-10-2018	\$ 11,950.42	\$ 11.86	61.92	57.64 \$	ru.	2755761	131.42	\$	1005330 CAMPBELL M	99 COY1	
018 06-15-2018 \$	07-10-2018	\$ 11,990.61		,	100.00 \$	\$ 10	2755645	100.00	45	1005229 CALDWELL E	99 COY1	
018 06-15-2018 \$	07-10-2018	\$ 12,090.61		•	100.00 \$	\$ 10	2755643	100.00	Ş	1005229 CALDWELLE	99 COY1	
	07-10-2018	\$ 12,190.61	s.	79.53	20.47 \$	2	2755641 9	100.00	V)	1005229 CALDWELL E	99 COY1	
	8 07-10-2018	\$ 12,211.08	\$ 11.86	172.29	•	V.	2755639	184.15	\$	1005229 CALDWELL E	99 COY1	
	07-10-2018	\$ 9,527.40	s ·	84.16	154.10 S	\$ 15	2755637	238.26	v	1005096 GORDON YOL	99 COY1	
018 06-29-2018 \$	07-10-2018	\$ 9,681,50	· ·	15.63	•	W	2755635	15.63	S	1005096 GORDON YOL	99 COY1	
		\$ 9,681.50	\$ 11.91	205.01	263.08 \$	5 26	2755633	480.00	s	1005095 GORDON YOL	99 COY1	
	07-10-2018	\$ 12,748.65	S	132.53	105.44 \$	\$ 10	2755631	237.97	S	1005004 MOORE BRIT	99 COY1	
	07-10-2018	\$ 12,854.09	in.	133.60	104.37 \$	\$ 10	2755629	237.97	40	100S004 MOORE BRIT	99 COY1	
018 06-07-2018 \$	07-10-2018	\$ 12,958.46	un I	125.14	112.83 \$	5 11	2755627	237.97	ţ,	1005004 MOORE BRIT	99 COY1	
	07-10-2018	\$ 12,448.63	· ·	100.00	•	V)	2755625	100,00	15	1003380 WHIPPLE RA	99 COY1	
-	07-10-2018	\$ 12,448.63	\$ 11.95	225.21	240.84 \$	\$ 24	2755623	478,00	m	1003380 WHIPPLE RA	99 COY1	
018 07-06-2018 \$	07-10-2018	\$ 12,355.99	S	129.15	118.79 \$	11	2755621	247.94	w	1003032 LOGAN RICH	99 COY1	
018 06-22-2018 \$	07-10-2018	\$ 12,474.78	s.	130.37	117.57 \$	11 5	2755619	247.94	s	1003032 LOGAN RICH	99 COYI	
018 06-08-2018 \$	07-10-2018	\$ 12,592.35	\$ 12.40	131.44	104.10 \$	\$ 10	2755616	247.94	·s	1003032 LOGAN RICH	99 COYI	
018 06-29-2018 \$	07-10-2018	\$ 6,912.78		77.54	78,90 \$	7	2755614	156.44	v	1001200 BERRY JOVO	99 COY1	
018 06-14-2018 \$	07-10-2018	\$ 6,991.68	\$ 6.31	· i	43.69 \$	4	2755612	50.00	v	1001200 BERRY JOVO	99 COY1	
018 06-14-2018 \$	07-10-2018	\$ 7,035.37	\$ 7.45	30.44	38.19 \$	w w	2755610	76.08	45	1001200 BERRY JOVO	99 COY1	
018 06-11-2018 \$	07-10-2018	\$ 7,073.56	\$ 7.45	37.55	1	V 1	2755608	45.00	45	1001200 BERRY JOVO	99 COY1	
018 06-22-2018 \$	07-10-2018	\$ 8,647.52	\$	90.27	107.66 \$	5 10	2755599	197.93	s	1005002 STYWALT WE	99 COY1	
018 06-08-2018 \$	07-10-2018	\$ 8,755.18	to.	142.75	55.18 \$	5	2755596	197.93	s	1005002 STYWALT WE	99 COY1	
018 07-10-2018 \$	07-10-2018	\$ 13,191.87	S	261.92	38.08 \$	3	2755594	300.00	s	1004086 KELLY JESS	99 COY1	
018 06-14-2018 \$	07-10-2018	\$ 13,229.95	5	100.00	·	V	2755593	100.00	s	1004086 KELLY JESS	99 COY1	
	07-10-2018	\$ 13,229.95	\$ 11.90	88.10	S	Ų,	2755591	100.00	ts.	1004086 KELLY JESS	99 COY1	
018 06-29-2018 \$	07-10-2018	\$ 11,976.59	·	134.01	104.87 \$	\$ 10	2755589 \$	238.88	45	1003947 VOEUN VOEU	99 COY1	
DATE POSTED PAYMENT DATE PAYMENT		BALANCE	FEES	TR	INTR	PRIN	RECEIPT P	ERED	TENDERED	CUST # LST NAME	EMP/	D _R

		07 10 7010	\$ 8671.87	^	97 79	2000	147 10	2755887 \$	DE 8EC	2	1003108 JACKSON ME	99 COY1
S		07-10-2018	\$ 8,818.97	·	92.80	145.59 \$	145	2755886 \$	238.39	o	1003108 JACKSON ME	99 COY1
V)		07-10-2018	\$ 8,964.56	,	94.29	144.10 5	144	2755884 \$	238.39	s	1003108 JACKSON ME	99 COY1
s		07-10-2018	\$ 8,990.51		54.05	145.95 \$	145	2755882 \$	200.00	s	1002549 RIGGINS LA	99 COY1
06-22-2018 \$ 198.56		07-10-2018	\$ 9,136.46	5	95.65	2.91 \$	102.91	2755880 \$	198.56	to	1002549 RIGGINS LA	99 COY1
06-08-2018 \$ 198.56	20	07-10-2018	\$ 9,239.37	5	96.71	101.85 \$	101	2755878 \$	198.56	s	1002549 RIGGINS LA	99 COY1
07-06-2018 \$ 200.00		07-10-2018	\$ 9,601.54	\$ 11.32	112,50	76.18 \$	76	2755876 \$	200,00	V.	1001591 GOMEZ APRI	TAOD 66
06-22-2018 \$ 200.00		07-10-2018	\$ 9,677.72	\$ 11.93	188.07	,		2755875 \$	200.00	vi	1001591 GOMEZ APRI	1A03 66
in	76	07-10-2018	\$ 11,249.93	1	117.40	90.74 \$	90	2755873 \$	208.14	101	1000268 HALLEY JR	
in.		07-10-2018	\$ 11,340.67	\$	118.33	89.81 \$	28	2755872 \$	208.14	w	1000268 HALLEY JR	99 COY1
v.		07-10-2018	\$ 11,430.48	·	119.25	88.89 \$	000	2755870 \$	208.14	10	1000268 HALLEY IR	99 COYI
07-07-2018 \$ 228.26	ant.	07-10-2018	\$ 10,510.22		117.80).46 \$	110.46	2755868 \$	228.26	S	999754 HAGGINS AS	99 COY1
V)		07-10-2018	\$ 10,620.68		87.53	1.73 \$	140.73	2755867 \$	228.26	to	999754 HAGGINS AS	99 COY1
to.	AR	07-10-2018	\$ 10,761.41	\$ 11,41	144.20	72.65 \$	72	2755865 \$	228.26	ts.	999754 HAGGINS AS	99 COY1
co	07-06	07-10-2018	\$ 10,678.22	•	111.49	\$ 60.16	91	2755863 \$	202.58	s,	999545 SCHRADER A	1AO3 66
06-22-2018 \$ 202.58	320	07-10-2018	\$ 10,769.31		112.43	90.15 \$	90	2755862 \$	202.58	s	999545 SCHRADER A	39 COY1
in		07-10-2018	\$ 10,859.46	i,	113.35	89.23 \$	89	2755860 \$	202.58	₩.	999545 SCHRADER A	99 COY1
s.		07-10-2018	\$ 1,878.96	1/5	7.57	96.22 \$	96	2755858 \$	103.79	v	997794 DIXON LARR	99 COYI
s	06-29	07-10-2018	\$ 1,975.18	i	7.94	95.85 \$	95	2755856 \$	103.79	s	997794 DIXON LARR	99 COY1
st.	5.	07-10-2018	\$ 2,071.03	Ç.	8.31	95,48 \$	95	2755854 \$	103.79	(A	997794 DIXON LARR	99 COY1
co	06-15	07-10-2018	\$ 2,166.51	i.	8.67	95.12 \$	26	2755852 \$	103,79	w	997794 DIXON LARR	39 COY1
s	90-90	07-10-2018	\$ 2,261.63	s,	9.03	94.76 \$	94	2755850 \$	103.79	w	997794 DIXON LARR	99 COY1
in	06-29	07-10-2018	\$ 9,059.53	\$ 8.36	41.64			2755848 \$	50.00	s	59259 CHAMBERS N	99 COY1
(A	06-21	07-10-2018	\$ 9,059.53	\$ 11.38	95.15	37 \$	132.37	2755846 \$	238.90	s	59259 CHAMBERS N	99 COY1
S	06-27	07-10-2018	\$ 8,210.81	ı	79.47	88.62 \$	000	2755844 \$	168.09	s	1005817 FRANCOIS S	99 COY1
to.	06-14	07-10-2018	\$ 8,299.43	in i	165.11	2.98 \$	2	2755842 \$	168.09	w	1005817 FRANCOIS S	99 COY1
06-26-2018 \$ 485.87	06-26	07-10-2018	\$ 8,679.05	\$ 11.85	160.14	\$ 88.	313.88	2755836 \$	485.87	s	1002916 KELLYJULI	99 COY1
s	07-10	07-10-2018	\$ 10,210.19	·	13.13	.83 \$	194.83	2755834 \$	207.96	s	999932 WALLACE LA	99 COY1
s	07-09	07-10-2018	\$ 10,405.02	ı	210.00	S		2755833 \$	210.00	s	999932 WALLACE LA	99 COY1
*	06-11	07-10-2018	\$ 10,405.02	\$ 10.40	131.63	65.97 \$	65	2755832 \$	208.00	ts.	999932 WALLACE LA	99 COY1
06-29-2018 \$ 40:00	06-29	07-10-2018	\$ 8,866,10	to !	40.00	· ·		2755830 \$	40.00	Ņ	1005334 REID THOMA	99 COY1
¢>	06-19	07-10-2018	\$ 8,866.10	\$ 11.41	71.69	S		2755828 \$	83.10	1 5	1005334 REID THOMA	99 COY1
07-03-2018 \$ 11,89	07-03	07-10-2018	\$ 13,784.51	is.	11.89	·		2755826 \$	11.89	ts.	1003740 WALTON SIE	99 COY1
07-03-2018 \$ 179.52	07-03	07-10-2018	\$ 13,784.51	\$ 8.20	171.32	s		2755825 \$	179.52	S	1003740 WALTON SIE	99 COY1
07-03-2018 \$ 237.85	07-03	07-10-2018	\$ 13,784.51	\$ 11.89	225.96	·		2755823 \$	237.85	s	1003740 WALTON SIE	99 COY1
07-06-2018 \$ 228.38	07-06	07-10-2018	\$ 13,621.11	to.	141.30	87.08 \$	87	2755820 \$	228.38	s	1005549 SEARS JENN	99 COY1
S	06-22	07-10-2018	\$ 13,708.19	·	101.86	.52 \$	126.52	2755819 \$	228.38	s	1005549 SEARS JENN	99 COY1
06-12-2018 \$ 228.38	06-12	07-10-2018	\$ 13,834.71		189.09	39.29 \$	39	2755817 \$	228.38	vs	1005549 SEARS JENN	99 COY1
07-06-2018 \$ 228.37	07-06	07-10-2018	\$ 9,685.09	·	101.58	.79 \$	126.79	2755813 \$	228.37	v	1003385 GROLL VICK	1400 66
06-22-2018 \$ 228.37	06-22	07-10-2018	\$ 9,811.88	•	102.88	.49 \$	125,49	2755811 \$	228.37	w	1003385 GROLL VICK	99 COY1
06-08-2018 \$ 228.37	30-90	07-10-2018	\$ 9,937.37	· ·	104.16	.21 \$	124.21	2755809 \$	228.37	in	1003385 GROLL VICK	1700 66
DATE PAYMENT	PAYMENT L	DATE POSTED PAYMENT DATE	BALANCE	FEES	R	INTR	Z	RECEIPT PRIN	RED	TENDERED	CUST # LST NAME	

	A SA CALLES												
198.04	07-06-2018 \$	07-16-2018	\$ 11,235.81	S	116.70	v	81.34	2757558 S	198.04	v	1005550 BEAVERS KE	99 COY1	
198.04	06-22-2018 \$	07-16-2018	\$ 11,317.15	is.	117.53	s	80.51	2757557 \$	198.04	s	1005550 BEAVERS KE	99 COY1	
198.04	06-08-2018 \$	07-16-2018	\$ 11,397,66		118.35	Us	79.69	2757555 \$	198.04	S	1005550 BEAVERS KE	99 COY1	
20.00	06-29-2018 \$	07-16-2018	\$ 12,069.57	\$ 9.89	10.11	ur		2757553 \$	20.00	w	1005512 BAIZA-MEDI	99 COY1	
2,00	06-02-2018 \$	07-15-2018	\$ 12,069.57	5	2.00	s		2757550 \$	2.00	to	1005512 BAIZA-MEDI	99 COY1	
198.50	07-06-2018 \$	07-16-2018	\$ 11,180.62	,	66.65	u	131.85	2757547 \$	198.50	s	1005477 DAVIE TRAM	99 COY1	
198.50	06-28-2018 \$	07-16-2018	\$ 11,312.47	5	167.08	S	31.42	2757546 \$	198.50	S	1005477 DAVIE TRAM	99 COY1	
198.50	06-08-2018 \$	07-16-2018	\$ 11,343.89		117.79	S	80.71	2757544 5	198.50	S	1005477 DAVIE TRAM	1400 66	
237.55	07-06-2018 \$	07-16-2018	\$ 12,231.86		127.29	·s.	110.26	2757541 \$	237.55	·s	1005089 THOMAS LOR	99 COY1	
237.55	06-22-2018 \$	07-16-2018	\$ 12,342.12	5	128.42	s	109.13	2757540 \$	237.55	S	1005089 THOMAS LOR	99 COY1	
237.55	06-08-2018 \$	07-16-2018	\$ 12,451.25	*	129.53	s	108.02	2757538 \$	237.55	v	1005089 THOMAS LOR	99 COY1	
249.23	07-03-2018 \$	07-16-2018	\$ 9,439.85	\$ 11.29	91.85	10	146.09	2757536 \$	249.23	·(x)	1004890 CUNNINGHAM	99 COY1	
269.93	06-20-2018 \$	07-16-2018	\$ 9,585.94	\$ 11.87	93.43	w	164.63	2757535 \$	269.93	(S)	1004890 CUNNINGHAM	39 COY1	
237.53	07-06-2018 \$	07-16-2018	\$ 9,916.63	,	103.64	in	133.89	2757533 \$	237.53	159	1004770 EVANS JESS	99 COY1	
237.53	06-22-2018 \$	07-16-2018	\$ 10,050.52		105.01	v	132.52	2757532 \$	237.53	v	1004770 EVANS JESS	99 COY1	
237.53	06-08-2018 \$	07-16-2018	\$ 10,183.04		106.36	S	131.17	2757530 \$	237.53	·s	1004770 EVANS JESS	99 COY1	
119.00	07-05-2018 \$	07-16-2018	\$ 10,442.70	\$	100.16	S	18.84	2757528 \$	119.00	S	1004752 FERGUSON B	99 COY1	
237.93	06-22-2018 \$	07-16-2018	\$ 10,461.54		62.67	S	175.26	2757527 \$	237.93	s	1004752 FERGUSON B	99 COY1	
237.93	06-14-2018 \$	07-16-2018	\$ 10,636.80		55.78	vi	182.15	2757525 \$	237.93	Ń	1004752 FERGUSON B	99 COY1	
236.83	07-06-2018 \$	07-16-2018	\$ 10,787.70	5	112.49	S	124.34	2757522 \$	236,83	s	1004720 HICKS LATO	99 COYI	
236,83	06-22-2018 \$	07-16-2018	\$ 10,912.04		113.76	s	123.07	2757521 \$	236.83	r.	1004720 HICKS LATO	99 COY1	
236.83	06-08-2018 \$	07-16-2018	\$ 11,035.11		115.01	v)	121.82	2757519 \$	236.83	\$	1004720 HICKS LATO	99 COY1	
237.43	07-06-2018 \$	07-16-2018	\$ 12,763.25	\$	132.68	s	104,75	2757517 \$	237.43	'n	1004622 HARMON KEI	99 COY1	
237.43	06-22-2018 \$	07-16-2018	\$ 12,868.00		133.75	S	103.68	2757516 \$	237.43	S	1004622 HARMON KEI	99 COY1	
237.43	06-08-2018 \$	07-16-2018	\$ 12,971,68	5	134.80	S	102.63	2757512 \$	237,43	S	1004622 HARMON KEI	99 COY1	
203.02	07-13-2018 \$	07-16-2018	\$ 13,186.15		136.70	S	66.32	2757508 \$	203.02	s	1004297 EARNEY MEA	99 COYI	
203.02	06-29-2018 \$	07-16-2018	\$ 13,252.47	to.	137.37	in	65.65	2757507 \$	203.02	S	1004297 EARNEY MEA	99 COY1	
203.02	06-15-2018 \$	07-16-2018	\$ 13,318.12		180.62	·s	22.40	2757505 \$	203.02	s	1004297 EARNEY MEA	99 COY1	
254.97	07-06-2018 \$	07-16-2018	\$ 11,463.05	\$	120.06	s	134.91	2757502 \$	254.97	s	1003942 WEBB SALIN	99 COY1	
254.97	06-22-2018 \$	07-16-2018	\$ 11,597.96	·	121.44	s	133.53	2757501 \$	254.97	s	1003942 WEBB SALIN	99 COY1	
254.97	06-08-2018 \$	07-16-2018	\$ 11,731.49	in	122.81	in	132.16	2757498 \$	254.97	s,	1003942 WEBB SALIN	99 COY1	
248.84	07-06-2018 \$	07-16-2018	\$ 12,507.62	·	130.71	is.	118.13	2757496 S	248.84	r,	1003527 GARCIA RUG	99 COY1	
248.84	06-22-2018 \$	07-16-2018	\$ 12,625.75	1	131.92	in	116.92	2757495 \$	248.84	4	1003527 GARCIA RUG	99 COY1	
248.84	06-08-2018 \$	07-16-2018	\$ 12,742.67	5	133.11	s	115.73	2757493 \$	248.84	45	1003527 GARCIA RUG	99 COY1	
248.84	05-25-2018 \$	07-16-2018	\$ 12,858.40	· ·	134.30	S	114.54	2757491 \$	248.84	ts	1003527 GARCIA RUG	99 COY1	
200.00	07-13-2018 \$	07-16-2018	\$ 8,931,15		93.56	s	106.44	2757489 \$	200.00	th	1003387 ROBERTSON	99 COY1	
200,00	06-29-2018 S	07-16-2018	\$ 9,037.59		94.65	S	105.35	2757488 \$	200.00	w	1003387 ROBERTSON	27 COY1	
200.00	06-15-2018 \$	07-16-2018	\$ 9,142.94		95.73	S	104.27	2757486 S	200,00	v	1003387 ROBERTSON	99 COYI	
238.65	06-29-2018 \$	07-16-2018	\$ 10,170.50	·	99.11	vs	139,54	2757484 \$	633	Vs.	1003375 RAMIREZ DA	1,400 66	
238.65	06-16-2018 \$	07-16-2018	\$ 10,310.04		7.80	v	230.85	2757482 \$	238.65	44	1003375 RAMIREZ DA	99 COY1	
238.65	00	07-16-2018	.89	\$ 36.93	110.08	u	91.64	2757480 \$	8,65	to	1003375 RAMIREZ DA	99 COY1	
PAYMENT		DATE POSTED PAYMENT DATE	BALANCE	FEES		INTR	-	RECEIPT PRIN		TENDERED	CUST # LST NAME	EMP/	DR

99 COY1 1004297 EARNEY MEA 99 COY1 1003297 FARNEY MEA 99 COY1 1003287 ROBERTSON 99 COY1 1003387 ROBERTSON 99 COY1 100338 MCGRIFF DA 99 COY1 1003387 ROBERTSON 100339 VALADEZ ST 97 COY1 1003379 VALADEZ ST 1003379 VALADEZ	gratura.
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Payments Posted in August

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5000	88,22	104.31	128.04	100.28	101,68	88,47	120.30	120.86	121.41	150.64	238.50	310.09	50.00	117.16	153,48	60,00	90.34	233,49	118.73	135.85	137.12	136.08	82.68	157.18	(237.73)	(141.35)	140.40	141.35	237.73	108.31	124.65	94.41	111.04	100.06	90.00	182.87	233.15	19.34	203.60	
n	(s	s	S	**	in	·	so	L/h	S	in	·	***	w	·	s	n	·w	w	w	vs	10	in	·s	vn.	s	in.	*/	in.	un.	·	vo-	·	US.	·	·	s.		S	V.	-
5 9.884.41	5 9,884.41	\$ 9,977.19	\$ 10,111.47	\$ 9,549.68	\$ 9,686.40	\$ 9,821.72	\$ 11,609.89	\$ 11,664.85	\$ 11,719.25	\$ 11,773.10	\$ 11,327.24	\$ 11,528.74	\$ 11,237.09	\$ 11,237.09	\$ 11,354.97	\$ 10,126.26	\$ 10,126.26	\$ 10,216.92	\$ 10,702.51	\$ 10,722.13	\$ 10,824.63	\$ 12,216.93	\$ 12,318.58	\$ 12,473.63	\$ 12,554.18	\$ 12,554.18	\$ 13,533.13	\$ 12,457.80	\$ 12,554.18	\$ 10,414.85	\$ 10,504.94	\$ 10,578.69	\$ 10,682.68	\$ 13,731.75	\$ 13,731.75	\$ 13,731.75	\$ 10,165.00	\$ 12,846.82	\$ 13,077.07	DWINGE
08-07-7018	08-07-2018	08-07-2018	08-07-2018	08-07-2018	08-07-2018	08-07-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-06-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-03-2018	08-02-2018	08-02-2018	08-02-2018	08-02-2018	08-02-2018	08-02-2018	08-02-2018	08-01-2018	08-01-2018	08-01-2018	באירו סטירט י איואוראי טאיר
07-29-2018 \$	07-20-2018 \$	07-08-2018 \$	06-24-2018 \$	07-26-2018 \$	07-12-2018 \$	06-28-2018 \$	07-23-2018 \$	07-09-2018 \$	06-25-2018 \$	06-11-2018 \$	07-12-2018 \$	06-14-2018 \$	07-30-2018 \$	07-23-2018 \$	07-09-2018 \$	07-29-2018 \$	07-20-2018 \$	07-08-2018 \$	07-20-2018 \$	07-05-2018 \$	06-18-2018 \$	07-18-2018 \$	07-03-2018 \$	06-24-2018 \$	06-07-2018 \$	07-03-2018 \$	07-20-2018 \$	07-18-2018 \$	07-03-2018 \$	08-02-2018 \$	07-19-2018 \$	07-03-2018 \$	06-21-2018 \$	07-21-2018 \$	07-14-2018 \$	06-25-2018 \$	07-30-2018 \$	07-22-2018 \$	07-20-2018 \$	
60.00	181.00	238.59	238.59	237.00	237.00	237.00	175.26	175.26	175.26	175.26	440.00	440.00	50.00	235.04	258.54	60.00	181,00	238,59	138,35	238.35	238.35	237.73	237.73	237.73	(237.73)	(237.73)	228.38	237.73	237.73	198,40	198.40	198.40	198.40	100.06	90.00	249:55	238.65	249.59	237.70	L STIAL SALL

07-19-2018	08-10-2018	\$ 10,005.70	,	ā	S	238.22	2773297 \$	238.22	s,	1001489 BYERS JR T	97
07-19-2018	08-10-2018	\$ 10,243.92		53.98	in	184.24	2773295 \$	238.22	s	1001489 BYERS JR T	97
07-12-2018	08-10-2018	\$ 10,428.16		163.29	in	86.84	2773293 \$	250.13	S	1001489 BYERS JR T	97
06-21-2018	08-10-2018	\$ 10,515.00	3	110.15	to	124.51	2773291 \$	234.66	V)	1001489 BYERS JR T	97
07-28-2018	08-10-2018	\$ 9,987.65		7.53	t/s	192.47	2773284 \$	200.00	ı	997712 DENNIS JR	97
07-27-2018	08-10-2018	\$ 10,180,12	+	9	(A)	100.00	2773282 \$	100,00	10	997712 DENNIS JR	97
07-27-2018	08-10-2018	\$ 10,280.12	,	62.20	S	234.18	2773280 \$	296:38	to	997712 DENNIS JR	97
07-19-2018	08-10-2018	\$ 10,514.30		29.44	10	153,32	2773278 \$	182.76	w	997712 DENNIS JR	97
07-19-2018	08-10-2018	\$ 10,667.62	1	10.00	1/1	ě.	2773276 \$	10.00	10	997712 DENNIS JR	97
07-14-2018	08-10-2018	\$ 10,667.62		31.76	45	68.24	2773274 \$	100.00	v	997712 DENNIS JR	97
08-06-2018	08-10-2018	\$ 5,874.63		13.42	U.	174.82	2773272 \$	188.24	5	1003273 CHAMBERS A	97
07-20-2018	08-10-2018	\$ 6,173.78	,	26.72	·s	132.29	2773268 \$	159.01	V)	1003273 CHAMBERS A	97
07-20-2018	08-10-2018	\$ 6,306.07		29.23	in	i.	2773266 \$	29.23	'n	1003273 CHAMBERS A	97
07-13-2018	08-10-2018	\$ 12,196.85	S	127.43	·cn	112.57	2773234 \$	240.00	v	1002443 BROWN PATR	97
07-27-2018	08-10-2018	\$ 10,971.73	1	106.36	S	132,14	2773232 \$	238.50	S	1004085 BROWN JR J	97
07-19-2018	08-10-2018	\$ 11,103.87	S	238.50	45	i	2773230 \$	238.50	S	1004085 BROWN JR J	97
06-15-2018	08-10-2018	\$ 11,103.87		115.22	·s	122.28	2773228 \$	238.50	·v	1004085 BROWN JR J	97
07-27-2018	08-10-2018	\$ 13,112.40	,	136.31	**	103.69	2773217 \$	240.00	S	1005776 WILKINS JA	97
07-13-2018	08-10-2018	\$ 13,216.09	,	78.84	10	161.16	2773215 \$	240.00	in	1005776 WILKINS JA	97
07-05-2018	08-10-2018	\$ 13,377.25	1	197.73	S	42.27	2773213 \$	240.00	v	1005776 WILKINS JA	97
06-15-2018	08-10-2018	\$ 13,419.52	1	139.43	v	98.81	2773211 \$	238.24	s	1005776 WILKINS IA	97
07-20-2018	08-10-2018	\$ 1,685.41		6.83	U)	96.96	2773194 \$	103.79	v1	997794 DIXON LARR	97
07-13-2018	08-10-2018	\$ 1,782.37	,	7.20	*	96.59	2773192 \$	103.79	V.	997794 DIXON LARR	97
07-27-2018	08-08-2018	\$ 11,214.02		226.37	t/s	12.13	2772861 \$	238.50	in	1004085 BROWN JR.J	97
07-19-2018	08-08-2018	\$ 11,226.15		238.50	W	•	2772859 \$	238.50	S	1004085 BROWN JR J	97
07-21-2018	08-08-2018	\$ 10,670.02	1	119.15	w	117,68	2772857 \$	236.83	**	1004720 HICKS LATO	97
07-14-2018	08-08-2018	\$ 12,123.16	,	9.10	111	229.24	2772855 \$	238,34	·n	1004563 MACKEY ANG	97
07-13-2018	08-08-2018	\$ 12,352.40	,	128.51	S	108.77	2772853 \$	237.28	i,	1004563 MACKEY ANG	97
06-29-2018	08-08-2018	\$ 12,461.17		37.31	in	199.97	2772851 \$	237.28	S	1004563 MACKEY ANG	97
06-25-2018	08-08-2018	\$ 12,661.14	5	,	S	100.00	2772849 \$	100.00	v	1004563 MACKEY ANG	97
06-25-2018	08-08-2018	\$ 12,761.14		90	S	100.00	2772847 \$	100.00	in	1004563 MACKEY ANG	97
06-25-2018	08-08-2018	\$ 12,861.14	,	•	· v	100.00	2772845 \$	100.00	in	1004563 MACKEY ANG	97
06-25-2018	08-08-2018	\$ 12,961.14		i.	S	100.00	2772843 \$	100.00	v	1004563 MACKEY ANG	97
06-25-2018	08-08-2018	\$ 13,061.14	1	96.24	w	3.76	2772841 \$	100.00	s	1004563 MACKEY ANG	97
06-15-2018	08-08-2018	\$ 13,064.90		(134.74)	5	(102.54)	2772838 \$	(237,28)	S	1004563 MACKEY ANG	97
06-29-2018	08-08-2018	\$ 12,962.36	,	134.74	S	102.54	2772837 \$	237.28	S	1004563 MACKEY ANG	97
06-15-2018	08-08-2018	\$ 13,064.90		89.25	VI	148.03	2772835 \$	237.28	s	1004563 MACKEY ANG	97
07-22-2018	08-07-2018	\$ 6,306.07	,	29.23	U		2772693 \$	29.23	·s	1003273 CHAMBERS A	97
07-08-2018	08-07-2018	\$ 6,306.07		56.54	4	121.70	2772691 \$	188.24	s	1003273 CHAMBERS A	97
06-24-2018	08-07-2018	\$ 6,427.77	1	67,79	S	120.45	2772689 \$	188.24	un	1003273 CHAMBERS A	97
06-10-2018	08-07-2018	\$ 6,548.22		78.77	S	109.47	2772687 \$	188.24	v	1003273 CHAMBERS A	97
07-22-2018	08-07-2018	\$ 9,795.97		116.87	· co	120.66	2772678 \$	237,53	S	1004770 EVANS JESS	97
STAG INTANTO	Contraction	DO WOLLOW	-		MINE		STATE L. LINES				

																																											DR
	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	EMP/
	1003106 PERRY DARR	1003106 PERRY DARR	1002546 LOCKLEAR A	1003108 JACKSON ME	1003108 JACKSON ME	1002325 HUFF JR PA	1002325 HUFF JR PA	1002325 HUFF JR PA	1003385 GROLL VICK	1003268 GREGORY JO	1003268 GREGORY JO	1003268 GREGORY IO	1003268 GREGORY JO	1003527 GARCIA RUG	1003106 PERRY DARR	1003106 PERRY DARR	1003106 PERRY DARR	1003106 PERRY DARR	1003526 ERVIN REGG	1003526 ERVIN REGG	1003526 ERVIN REGG	1003526 ERVIN REGG	1001084 SELLERS JI	1001084 SELLERS JI	1001084 SELLERS JI	1001084 SELLERS JI	1005231 WILLIAMS R	1005477 DAVIETRAM	1005780 STEWART DR	1005780 STEWART DR	1005780 STEWART DR	1005780 STEWART DR	999430 DOBIE CEDR	997714 DIXON LARR	997714 DIXON LARR	997714 DIXON LARR	P/ CUST # LST NAME						
	in.	w	v	to	to.	s	45	·s	4	S	to.	(A	·V	v,	w	VI	s	s	\$	v	v	w	v	S	1/2	(A)	w	(A	(A	(A)	w	(V)	·n	(A	\$	s	va	s	v	15	w	S	TENC
	(198.40)	(198.40)	171.00	238.39	238.39	395,25	395.25	395.25	228.37	237.62	237.62	237.62	237.62	248.84	198.40	198,40	198.40	199.62	249.95	100.00	149.95	238.05	228.14	228.14	228.14	225.00	237.67	198.50	208.56	208.56	208.56	209.00	97.25	105.00	105.00	105.00	105.00	105.00	105.00	238.37	238.37	238.37	TENDERED
		2773637 5	2773635 \$	2773632 \$	2773630 \$	2773626 \$	2773624 \$	2773622 \$	2773619 \$	2773617 \$	2773615 \$	2773613 \$	2773611 \$	2773608 \$	2773606 \$	2773604 \$	2773602 \$	2773600 \$	2773598 \$	2773596 \$	2773594 \$	2773592 \$	2773583 \$	2773581 \$	2773579 \$	2773577 \$	2773572 \$	2773568 \$	2773564 \$	2773562 \$	2773560 \$	2773558 \$	2773321 \$	2773319 \$	2773317 \$	2773315 \$	2773313 \$	2773311 \$	2773309 \$	2773307 \$	2773305 \$	2773303 \$	RECEIPT PRIN
	(62.19)	(62.83)	í	219.82	148.62	211.16	368.77	185.75	128.11	93.12	119.07	108.82	126.10	119.36	62.83	62.19	13.35	72.31	241.78	28.68	,	130.26	104.09	103.02	137.75	188.29	100.28	33.83	88.51	87,61	95.34	103.57	90.85	59.87	66.02	59.22	13.30	58.85	51.95	99.16		111.36	SN.
	\$ [136.21	\$ (135.57	\$ 171,00	\$ 18.57	\$ 89.77	\$ 184.09	\$ 26.48	\$ 209.50	\$ 100.26	\$ 144.50	\$ 118.55	\$ 128.80	\$ 111.52	\$ 129.48	\$ 135.57	\$ 136.21	\$ 185.05	\$ 127.31	\$ 8.17	\$ 71.32	\$ 149.95	\$ 107.79	\$ 124.05	\$ 125.12	\$ 90.39	\$ 36.71	\$ 137.39	\$ 164.67	\$ 120.05	\$ 120.95	\$ 113.22	\$ 105,43	\$ 6.40	\$ 45.13	\$ 38.98	\$ 45.78	\$ 91.70	\$ 46.15	\$ 53.05	\$ 139.21	\$ 238.37	\$ 127.01	INTR
	1) 5	7) \$ -	0 5	7 5 -	7 5 .	9 5 .	60 53	0 \$ -	6 5 .	0 5 .	5 5	0 5	2 5 .	\$	7 5 -	15.	5 5	15.	7 5 -	25.	5	9 5 .	5 5 .	2 5 -	9 \$.	S	9 \$	75 -	5 5	5 5	25.	3 5	0 5 .	1	00	65	0 5	5 5	5 5 .	15.	7 \$.	1 5	FEES
	\$ 13,157,75	\$ 13,095.56	\$ 5,224.27	\$ 8,153.27	\$ 8,523.25	\$ 8,373.76	\$ 8,584.92	\$ 8,953.69	\$ 9,556.98	\$ 12,120.31	\$ 12,213,43	\$ 12,332.50	\$ 12,441.32	\$ 12,388.26	\$ 13,032,73	\$ 13,095.56	\$ 13,157.75	\$ 13,171,10	\$ 10,811.97	\$ 11,053.75	\$ 11,082.43	\$ 11,082.43	\$ 11,879.59	\$ 11,983.68	\$ 12,086.70	\$ 12,224.45	\$ 13,228.29	\$ 11,146,79	\$ 11,553.34	\$ 11,641.85	\$ 11,729,46	\$ 11,824.80	\$ 8,568.38	\$ 8,659.23	\$ 8,719.10	\$ 8,785.12	\$ 8,844.34	\$ 8,857.64	\$ 8,916.49	\$ 12,058.45	\$ 12,157.61	\$ 12,157.61	BALANCE
			08-13-2018		08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018		08-13-2018			08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018			08-13-2018	08-13-2018		08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	08-10-2018	DATE POSTED
							06-13-2018		07-20-2018	3	07-09-2018	06-26-2018	watt.					10T1				***	24	Care	100	*	25	Ge-					n=-	201				06-22-2018	06-15-2018	07-27-2018	2	06-15-2018	DATE POSTED PAYMENT DATE
9	un t	^	in.	S	v.	in	v.	u	N	n	S	v	v	S	s	v.	V)	S.	S	s	·v	v	s	is.	s	S	s	v.	i,	s	S	s	S.	vs	s	S	(s)	v	S	v	5	8 \$ 238.37	PAYMENT

97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	15
1002547 STEVENS GL	1002822 SHIPP KEEY	1002549 RIGGINS LA	1002549 RIGGINS LA	1000543 LANEY ZARO	1000543 LANEY ZARO	1000543 LANEY ZARO	1003945 PRIMUS TAM	1003945 PRIMUS TAM	1003945 PRIMUS TAM	1003375 RAMIREZ DA	1003375 RAMIREZ DA	1001925 MOORE ANTH	1000689 MCDUFFIE K	1003032 LOGAN RICH	1002546 LOCKLEAR A	1002546 LOCKLEAR A	1002546 LOCKLEAR A	1002546 LOCKLEAR A	1003738 JONES PATR	1003738 JONES PATR	1003738 JONES PATR	1005813 CHERRY TRU	1005813 CHERRY TRU	1005813 CHERRY TRU	1003380 WHIPPLE RA	1003380 WHIPPLE RA	1003380 WHIPPLE RA	1003106 PERRY DARR	1003106 PERRY DARR	1003106 PERRY DARR	1003106 PERRY DARR	TUUSTUB PEKKY DAKK									
S	\$	S	·s	ts.	· ·	S	*	15	· vn	S	(A	45	4	S	s	s	U.	s	U)	45	S	(A)	(A)	w	'n	in	v	so.	()	(h	w	S	v,	S	·s›	v	S	in	s	s	v
328.97	8.60	480.00	50.00	100.00	100.26	238.34	200.00	198.56	25.00	100.00	238.19	238.04	283.19	238.04	238.65	238.65	238.48	238,48	238.48	5.00	234.48	100.00	247.94	171.00	170.98	170.98	(171.00)	238.34	238.34	238.34	449,79	219.41	219,41	24.81	239.00	439.00	199.62	169.62	30.00	199.62	(150.40)
2773760 \$	2773744 \$	2773742 \$	2773740 \$	2773738 \$	2773736 \$	2773734 \$	2773729 \$	2773727 \$	2773725 \$	2773723 \$	2773721 \$	2773719 \$	2773717 \$	2773711 \$	2773707 \$	2773705 \$	2773701 \$	2773699 \$	2773697 \$	2773695 \$	2773693 \$	2773690 S	2773688 \$	2773685 \$	2773683 \$	2773681 \$	2773678 \$	2773675 \$	2773673 \$	2773670 \$	2773665 \$	2773663 \$	2773661 \$	2773657 \$	2773655 \$	2773653 \$	2773650 \$	2773648 \$	2773646 \$	2773644 \$	C113041 >
175.91	8.60	304.53	37.22		į.	135.35	200.00	65.59	25.00	100.00	155.41	140.89	145.67	207.49	112.47	133.36	111.98	155,36	136.28		125.98	100.00	120,02	118.81	65.24	116.90		53.08		92.73	138.66	86.52	85.64	24.81	112.94	272.04	64.48	62.93	0.90	53.53	(cc.cr)
·n	·v	US.	in	w	th.	w	S	w	S	40	S	·s	'n	4	s	w	s	S	'n	in	w	v.	S	s	n	w	Us	Ś	v.	w	S	N	in	s	Ln.	S	S	w	v	S	V
153.06		175.47	12.78	100,00	100.26	102.99	·	132.97	A	ı.	82.78	97.15	137.52	30.55	126.18	105.29	126.50	83.12	102.20	5,00	108,50	٠	127.92	52.19	105.74	54.08	(171.00)	185.26	238.34	145.61	311.13	132.89	133.77		126.06	166.96	135.14	106,69	29.10	146.09	CO.COT
in	S	·s	S	S	S	v	w	s	v	s	S	W	(A)	in	S	s	s	to.	v	10	15	v)	V+	5	is	S	s	w	in	is	u	to	in	·s	'n	S	w	6	in	in	V
	à	,		à	4		1	P.	Ŷ.	Ä	k	1	*	4	j.	*	£.	i	4	4	*	1	1	£	i	٠	į	E	£	•	ý	·	Ŷ	7	9	à.	•	7	•	•	9
\$ 6,961.85	\$ 12,175.88	\$ 12,184.48	\$ 12,489.01	\$ 12,526.23	\$ 12,526.23	\$ 12,526.23	\$ 8,724.92	\$ 8,924.92	\$ 10,913.25	\$ 10,938.25	\$ 11,038.25	\$ 12,996.88	\$ 13,137.77	\$ 13,562.33	\$ 9,924.67	\$ 10,037.14	\$ 9,950.53	\$ 10,062.51	\$ 10,217.87	\$ 10,354.15	\$ 10,354.15	\$ 10,602.51	\$ 12,235.97	\$ 4,923.32	\$ 5,042,13	\$ 5,107.37	\$ 5,224.27	\$ 13,918.64	\$ 13,971.72	\$ 13,971.72	\$ 12,662.69	\$ 12,801.35	\$ 12,887.87	\$ 12,038.84	\$ 12,063.65	\$ 12,176.59	\$ 12,989.26	\$ 13,053.74	\$ 13,116.67	\$ 13,117.57	ATT/11/51 C
08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	08-13-2018	RT07-51-80
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07-06-2018	07-30-2018	07-30-2018	07-11-2018	07-11-2018	07-11-2018	06-18-2018	07-20-2018	07-20-2018	07-20-2018	07-20-2018	07-20-2018	07-27-2018	07-17-2018	06-12-2018	07-30-2018	07-13-2018	07-20-2018	07-03-2018	06-22-2018	06-15-2018	06-08-2018	07-20-2018	07-20-2018	07-27-2018	07-13-2018	06-15-2018	06-01-2018	07-27-2018	07-14-2018	06-16-2018	07-25-2018	06-22-2018	06-08-2018	07-27-2018	07-27-2018	07-13-2018	07-27-2018	07-13-2018	07-02-2018	06-29-2018	06-14-2018
S	vs.	s.	V.	5	5	S	S	S.	S	8	**	to:	S	in.	S	S	V 1	s.	v	S	S	5	\$	**	tr.	S	S	US.	S	S		3	VI.	V.	S		S	5	· A	*	5
328.97	8.60	480.00	50,00	100.00	100.26	238.34	200.00	198.56	25.00	100.00	238.19	238.04	283.19	238.04	238.65	238.65	238,48	238.48	238.48	5.00	234.48	100.00	247.94	171.00	170.98	170.98	[171.00]	238.34	238.34	238.34	449,79	219.41	219.41	24.81	239.00	439.00	199.62	169.62	30.00	199.62	[198,40]

\$ 8102-51-70 8-15-2018 \$		78'TOG'TT C				121,33	4	CC'ATT	1		-				
\$ - \$ 11 601 87 08-15-2018	\$ - \$ 11 601 87	,	,	121 33 5	121 33	100	n .	117.55	2774574 \$		238.88	W.	1003947 VOEUN VOEU	97	
5 - \$ 11.719.42 08-15-2018	5 - 5 11 719.42	in .	in .	131.19 5	131.19		in	107.69	2774572 \$		238.88	in	1003947 VOEUN VOEU	99	
11,827.11 08-15-2018	\$ - \$ 11,827.11	ss.	ss.	114.89 \$	114.89		s	123.99	2774570 \$	10	238.88	v)	1003947 VOEUN VOEU	99	
, H. Z.	\$ - \$ 11,951.10	\$ - \$1	·	133.73 \$	133.73		s	105.15	2774568 \$	44	238,88	S	1003947 VOEUN VOEU	99	
08-15-2018	\$ - \$ 12,056.25	S - S	117.07 \$ -	117.07 \$	117.07		in	121.81	2774566 \$	5.0	238.88	Us	1003947 VOEUN VOEU	97	
\$ - \$ 4,891.28 08-15-2018	5 - 5 4,891.28	· · ·	29.70 \$ -	29.70 \$	29.70		s	129.18	2774559 \$	-	158.88	s	1000394 THREATT JO	99	
\$ - \$ 5,020,46 08-15-2018	\$ - \$ 5,020.46	5 .	26.69 \$ -	26.69 \$	26.69		in	13631	2774557 \$	A.O.	153.00	b	1000394 THREATT JO	99	
\$ - \$ 5,156.77 08-15-2018	\$ - \$ 5,156.77		42.92 \$ -	42.92 \$	42.92		in	120.08	2774555 \$	GA .	163.00	45	1000394 THREATT JO	99	
\$ - \$ 5,276.85 08-15-2018	\$ - \$ 5,276.85	\$	21.99 \$ -	21.99 \$	21.99	jank.	4	44.83	2774553 \$		166.82	s	1000394 THREATT JO	97	
08-15-2018	\$ - \$ 6,891.73	\$.	43.84 \$ -	43.84 \$	43.84	1	v	55.57	2774545 \$		199,41	w	995868 THORNWELL	97	
	\$ - \$ 6,947.30	s . s	8.05 \$ -	8.05 \$	8.05	cn	in	131.36	2774543 \$		199.41	S	995868 THORNWELL	97	
212.05 \$. \$ 8,944.61 08-15-2018 07-17-2018 \$	\$ - \$ 8,944.61	· ·	2.05 \$.	2.05 \$	05	217	S	52.95	2774541 \$	1	265,00	S	1005479 IZZARD MAR	97	
\$ - \$ 10,586.19 08-15-2018	\$ - \$ 10,586.19	\$ - 5	.55 \$ -	.55 \$.55	110.55	to-	92.03	2774536 \$	411	202.58	·in	999545 SCHRADER A	97	
	\$ - \$ 9,514.49	s .	0.14 \$ -	3.14 \$	0.14	190	v)	8.54	2774533 \$	-	198.68	v	998613 MINGO DAVI	97	
106.65 \$ - \$ 9,523.03 08-15-2018 06-16-2018 \$	\$ - \$ 9,523.03	5	5.65 \$ -	5.65 \$	5,65	10	vi.	92.03	2774531 \$	-	198.68	·h	998613 MINGO DAVI	97	
136.85 \$ - \$ 9,235.14 08-15-2018 07-27-2018 \$	\$ - \$ 9,235,14	s .	6.85 \$ -	6.85 \$	6.85	13	S	51.75	2774529 \$	44	188.60	s	1005881 WYNN DETER	97	
08-15-2018	\$ - \$ 9,286,89	S	5.74 \$ -	5.74 \$	5.74	10	S	91.86	2774527 \$		188.60	(A)	1005881 WYNN DETER	97	
08-15-2018	\$ - \$ 8,378.64	\$	5.46 \$ -	5.46 \$	5.46	189	S	300.41	2774525 \$		485.87	s	1002916 KELLY JULI	97	
08-15-2018	\$. \$ 8,915.42	\$. \$	1.14 \$.	£14 \$	14	211	S	134.52	2774521 \$	-	348.66	v	1002551 HARSEY FRA	97	
\$ - \$ 9,049.94 08-15-2018	\$ - \$ 9,049.94	5 . 5).65 \$ -).65 \$.65	190.65	*	158,01	2774519 \$	-	348,66	w	1002551 HARSEY FRA	99	
7.06 \$ - \$ 9,207.95 08-15-2018 05-04-2018 \$	\$ - \$ 9,207.95	\$.	7.06 \$	7.06 \$	7.06	No.	S	341.60	2774517 \$	200	348.66	w	1002551 HARSEY FRA	97	
\$ - \$ 10,983,11 08-15-2018	\$ - \$ 10,983.11	s . s	3.00 \$ -	3.00 \$	3.00	w	u	175.14	2774511 \$	Legion.	208.14	w	1000268 HALLEY JR	97	
\$ - \$ 11,158.25 08-15-2018	\$ - \$ 11,158.25	5 . 5	5.46 \$ -	5.46 \$	5.46	116	to	91.68	2774509 \$		208.14	**	1000268 HALLEY JR	97	
\$ - \$ 9,533.37 08-15-2018	\$ - \$ 9,533.37	· ·	1,12 \$.	1.12 \$	12	100.12	vs.	137,42	2774499 \$		237.54	VI.	1003379 VALADEZ ST	97	
\$ - \$ 9,670.79 08-15-2018	\$ - \$ 9,670.79	S.	5	.15 \$	2	87.15	··	150.39	2774497 \$		237.54	s	1003379 VALADEZ ST	97	
5 - 5 9,821.18 08-15-2018	\$ - \$ 9,821.18	5	s.	s.	4	88,47	in	149.07	2774495 \$		237.54	·s	1003379 VALADEZST	97	
08-15-2018	· ·	v.	\$ 21.74	52			in	0.78	2774484 \$		22,52	s/A	997861 THORNTON I	99	
\$ - \$ 0.78 08-15-2018	\$ - \$ 0.78	\$	so.	so.	3	× 1	s	217.47	2774483 \$		217.47	S	997861 THORNTON I	97	
\$ - \$ 9,788.76 08-15-2018	\$ - \$ 9,788.76		2005	2 00	ö	88.00	··	168,00	2774473 \$		256.00	s	1004273 BARBER LAP	97	
\$ - \$ 9,956.76 08-15-2018	\$ - \$ 9,956.76	\$.	07 \$ -	07 \$	9	104.07	in	135.93	2774471 \$		240.00	to.	1004273 BARBER LAP	97	
\$ - \$ 10,092.69 08-15-2018	\$ - \$ 10,092.69	\$.	67 \$ -	67 S	57	96.67	s.	3.33	2774469 \$		100.00	to.	1004273 BARBER LAP	97	
\$ - \$ 7,690.65 08-14-2018	\$ - \$ 7,690.65		, v	17	H	40.21	in	107.95	2773995 \$		148.16	·v	1005911 SHANTEAU-J	97	
\$ - \$ 7,798.50 08-14-2018	\$ - \$ 7,798.60	· ·	59 \$	\$ 69	9	30.59	10	43.39	2773993 \$		73,98	·s	1005911 SHANTEAU-J	97	
08-14-2018	\$ - \$ 7,841.99		18 5 .	18 5	18	74	v	4	2773991 \$		74.18	···	1005911 SHANTEAU-1	97	
08-14-2018	\$ - \$ 7,841.99	· · · · · · · · · · · · · · · · · · ·	1.98 \$ -	\$ 86.1	1.98		N		2773989 \$	4.98 27	4.	*	1005911 SHANTEAU-J	97	
98.38 \$ - \$ 7,841.99 08-14-2018 06-28-2018 \$	\$ - \$ 7,841.99	\$.	3.38 \$.	3.38 \$	38	36	w	44.80	2773987 \$	ď.	143.18	s	1005911 SHANTEAU-J	97	
08-14-2018	\$ - \$ 7,886.79	S	5.69 \$ -	\$ 69.5	5.69	7	s	v	2773985 \$		76,69	10	1005911 SHANTEAU-J	97	
63.11 \$ - \$ 7,886.79 08-14-2018 06-15-2018 \$	\$ - \$ 7,885.79	\$	8.11 \$ -	3.11 \$	3.11	ST.	w	j.	2773983 \$		63.11	S	1005911 SHANTEAU-J	97	
\$ - \$ 10,382.99 08-13-2018	\$ - \$ 10,382.99	s . s	.03 \$.	.03 \$.03	101.03	s	127.23	2773777 \$	-	228.26	·s	999754 HAGGINS AS	97	
\$ - \$ 10,781.45 08-13-2018	\$ - \$ 10,781.45	5	.93 \$ -	.93 \$	93	112.93	in	127.07	2773774 S		240.00	in	1003837 CLYBURN OS	97	
\$ - \$ 11,326.75 08-13-2018	\$ - \$ 11,326.75	\$. \$	67 \$ -	57 \$	67	118,67	w	136.30	2773772 \$	-	254.97	5	1003942 WEBB SALIN	97	
\$ - \$ 10,077.73 08-13-2018 07-20-2018	\$ - \$ 10,077.73	to .	n		50	75.50	S	132.46	2773768 \$		207.96	s	999932 WALLACE LA	97	
FEES BALANCE DATE POSTED PAYMENT DATE PAYMENT	BALANCE	BA		FEES		-4	INTR		RECEIPT PRIN	RE	ENDERED	TE	EMP / CUST# LST NAME	EMP /	DR

97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	16
1005478 KIRKWOODT	1005478 KIRKWOODT	1005783 BUTLER KRI	1005783 BUTLER KRI	1005783 BUTLER KRI	1005779 BAILEY JAL	1005326 PAGAN SHYT	1005817 FRANCOISS	1005817 FRANCOIS S	1001591 GOMEZ APRI	1002823 JOHNSON DE	997862 MORINGS-GR	997862 MORINGS-GR	997862 MORINGS-GR	997862 MORINGS-GR	1003745 TAYLOR NAT	1003745 TAYLOR NAT	1003745 TAYLOR NAT	1004086 KELLY JESS	1004086 KELLY JESS	1004086 KELLY JESS	1004086 KELLY JESS	1000833 MCGRIFF DA	1000833 MCGRIFF DA	1000833 MCGRIFF DA	1000833 MCGRIFF DA	1005334 REID THOMA	1005334 REID THOMA	1005334 REID THOMA	1005334 REID THOMA	1005512 BAIZA-MEDI	1005512 BAIZA-MEDI	1005512 BAIZA-MEDI	1000836 WOODLEY MA	1000836 WOODLEY MA	1000836 WOODLEY MA	1003947 VOEUN VOEU					
S	v	s	S	· Cr	v	S	s	()	v	v	S	S	v	s	v	*	v.	S	()	s	v	·s	S	5	v	S.	s	v.	S	S	S	in.	·s	v,	(A	S	S	us.	()	v	5
102.14	50,00	197.52	197.52	197.52	227.95	376.00	168.09	168.09	238.69	228.78	50.00	50.00	30.80	100.00	50.00	100.00	100.00	100.00	293.00	50.00	250.00	250.30	11.90	238.08	238.08	249.94	50.00	50.00	50.00	100.00	236.00	27.00	100.02	20.00	7.03	50.00	190.00	208.32	198.40	198.40	238.88
2774748 S	2774746 \$	2774743 \$	2774741 \$	2774739 \$	2774662 5	2774658 \$	2774652 \$	2774650 \$	2774645 \$	2774641 \$	2774639 \$	2774637 S	2774635 \$	2774633 \$	2774631 \$	2774628 \$	2774626 \$	2774624 \$	2774622 \$	2774620 \$	2774618 \$	2774616 \$	2774614 \$	2774612 \$	2774610 \$	2774608 \$	2774604 \$	2774602 \$	2774600 \$	2774598 \$	2774596 \$	2774594 \$	2774592 \$	2774590 \$	2774588 \$	2774586 \$	2774584 \$	2774582 \$	2774580 \$	2774578 \$	2//45/6 \$
		50.78		98.29	98.27	349,46	72.24	77.37	153.49	166.57	50,00	50.00	30.80	0.41	9	100.00	60.40	,	9	41.18	6.08		11.90	238.08	103.80	220.68	6.59				142.17		•	9	•			10.03	81.14	100.79	127.35
\$ 102.14	\$ 50.00	\$ 146.74	\$ 197.52	\$ 99.23	\$ 129.68	\$ 26.54	\$ 95.85	\$ 90.72	\$ 85.20	\$ 62.21	10	15	·	\$ 99.59	\$ 50.00	\$	\$ 39,60	\$ 100.00	\$ 293.00	5 8.82	\$ 243.92	\$ 250,30	65	\$	\$ 134.28	\$ 29.26	\$ 43.41	\$ 50.00	\$ 50.00	\$ 100.00	\$ 93.83	\$ 27.00	\$ 100.02	\$ 20.00	\$ 7.03	\$ 50.00	\$ 190,00	\$ 198.29	\$ 117.26	\$ 97.61	5 111.53
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\$ 12,777.61	\$ 12,777.61	\$ 11,075.31	\$ 11,126,09	\$ 11,126.09	\$ 11,641.95	\$ 11,659,97	\$ 8,061.20	\$ 8,133.44	\$ 9,448.05	\$ 10,348.81	\$ 10,515.38	\$ 10,565.38	\$ 10,615.38	\$ 10,646.18	\$ 10,646.59	\$ 11,778.60	\$ 11,878.60	\$ 11,939.00	\$ 11,939.00	\$ 11,887.62	\$ 11,928.80	\$ 11,934.88	\$ 12,617.41	\$ 12,629.31	\$ 12,867.39	\$ 12,971.19	\$ 9,883,59	\$ 9,890.18	\$ 9,890.18	\$ 9,890.18	\$ 8,723.93	\$ 8,866,10	\$ 8,866,10	\$ 8,866,10	\$ 12,069.57	\$ 12,069.57	\$ 12,069.57	\$ 9,236.22	\$ 9,246.25	\$ 9,327.39	\$ 11,4/4.52
08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	08-15-2018	9TD7-5T-90
			07-11-2018	06-13-2018	000		07-28-2018	07-12-2018	07-18-2018	07-20-2018	07-12-2018							06-22-2018				07-12-2018	07-27-2018									ant.	07-18-2018	07-13-2018	07-20-2018		07-05-2018	07-31-2018	07-02-2018	06-15-2018	07-25-2018
S	in	s	in	to.	S	'n	s	S	to.	\$ 228.78	w	·n	S	to.	w	'n	·n	'n		s	s	s	v	s	U	2	·v	to.	ts.	·N	2	W	S	th.	in	s	\$ 190.00	()	\$ 198.40	s	5 238.88

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97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	97	99	97	97	97	97	97	EMP/
1004755 GILLISPIE	1004755 GILLISPIE	1002797 STRAIN JOS	1002797 STRAIN JOS	1002797 STRAIN JOS	1004749 SINGLETON	1004749 SINGLETON	1004680 HARRIS TIC	1004680 HARRIS TIC	1004680 HARRIS TIC	1004567 JOHNSON KI	1004567 JOHNSON KI	1004568 BLAIR DENN	1004568 BLAIR DENN	1004558 BLAIR DENN	1004568 BLAIR DENN	1004604 POTTS ROBY	1004604 POTTS ROBY	1004604 POTTS ROBY	1004622 HARMON KEI	1004767 ROLLINS AN	1004767 ROLLINS AN	1004767 ROLLINS AN	1004767 ROLLINS AN	1004566 MCALLISTER	1004566 MCALLISTER	1004566 MCALLISTER	1004890 CUNNINGHAM	1004890 CUNNINGHAM	1005096 GORDON YOL	1005096 GORDON YOL	1005096 GORDON YOL	1005096 GORDON YOL	1005104 DAVIS BRIA	1005332 GOODWIN TY	1005332 GOODWIN TY	1005332 GOODWIN TY	1005332 GOODWIN TY	1005476 HODGE SHER	1005478 KIRKWOOD T	1005478 KIRKWOOD T	1005478 KIRKWOOD T	CUST# LST NAME
is.	·s	S	· Co	S	···	'n	s	·V	v	v	S	S	v	1/1	s	S	s	in	S	Ç,	ţ,	us.	\$	S	ķ	S	in	·v.	S	s	S	·s	S	·n	in	(n	S	u	s	s	S	TEND
(236.11)	236.11	84.29	168,00	160.00	11.89	237.84	237.17	237.17	237.17	208,41	208.41	248.64	248.64	219.41	248.52	228.87	228,87	228,87	237.43	237,60	235.19	236.11	1.50	247.78	247.78	247.78	249.23	249.23	50.00	100.00	87.15	238.26	19.05	216.88	216.88	216.88	216.88	100.00	123.00	100.00	100.00	TENDERED
2774896 \$	2774895 \$	2774888 \$	2774886 \$	2774884 \$	2774879 \$	2774877 \$	2774867 \$	2774865 \$	2774863 \$	2774855 \$	2774852 \$	2774844 \$	2774840 \$	2774838 \$	2774836 \$	2774834 S	2774832 \$	2774830 \$	2774826 \$	2774821 \$	2774818 \$	2774816 \$	2774814 \$	2774809 \$	2774807 \$	2774805 \$	2774800 \$	2774798 \$	2774788 \$	2774786 \$	2774784 \$	2774782 5	2774778 \$	2774765 \$	2774763 \$	2774761 \$	2774759 5	2774756 \$	2774754 \$	2774752 \$	2774750 S	RECEIPT PRIN
(67.99)	67.99	81,49	127.53	118.30		112.68	123.65	122.39	121.14		84.77	63.58		219.41	100.65	116.41	107.19	122.25	105.83	197.43	0.86	142.41	7	110.82	88.76	108.92	147.62	249.23	50.00	55.83		140.06		199.21	109.86	91.09	198.62	1	1	100.00	7.48	
\$ (168.12	\$ 168.12	\$ 2.80	\$ 40.47	\$ 41.70	\$ 11.89	\$ 125.16	\$ 113.52	\$ 114.78	\$ 116.03	\$ 208.41	\$ 123.64	\$ 185.06	\$ 248.64		5 147.87	\$ 112.46	\$ 121.68	\$ 106.62	\$ 131.60	\$ 40.17	\$ 234.33	\$ 93.70	\$ 1.50	\$ 136.96	\$ 159.02	\$ 138.86	\$ 101,61	·	\$	\$ 44.17	\$ 87.15	\$ 98.20	\$ 19.05	\$ 17.67	\$ 107.02	\$ 125.79	\$ 18.26	\$ 100.00	\$ 123.00	\$	\$ 92.52	INTR
12) \$ -	12 \$ -	80 5 -	47 5 -	70 \$ -	89 5 -	16 \$ -	52 5 -	78 5 -	03 \$ -	41 5 -	54 \$ -	36 \$.	54 \$.	s.	87 5 -	\$ 31	58 5	52 5 -	50 \$.	17 5 -	33 \$ -	70 5 -	50 \$	36 \$.	32 5 -	36 \$ -	51 \$ -	S	S	17 5 -	5 5	20 \$.)5 S .	57 \$.	12 5	79 S -	\$ 5	30 8	20 00	in	2 5	FEES
\$ 8,454.84	\$ 8,386.85	\$ 3,700.44	\$ 3,781.93	\$ 3,909,46	\$ 12,024.84	\$ 12,024.84	\$ 10,883.33	\$ 11,006.98	\$ 11,129.37	\$ 11,904.86	\$ 11,904.86	\$ 13,956,55	\$ 14,020.13	\$ 14,020.13	\$ 14,239.54	\$ 10,790.34	\$ 10,906.75	\$ 11,013.94	\$ 12,657.42	\$ 8,892.56	\$ 9,089.99	\$ 9,090.85	\$ 9,233.26	\$ 14,151.24	\$ 14,262.06	\$ 14,350.82	\$ 9,043.00	\$ 9,190.62	\$ 9,281.51	\$ 9,331.51	5 9,387.34	\$ 9,387.34	\$ 9,283,83	\$ 11,796.44	\$ 11,995.65	\$ 12,105.51	\$ 12,196.60	\$ 12,641.59	\$ 12,670.13	\$ 12,670.13	\$ 12,770.13	BALANCE
08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	08-16-2018	DATE POSTED
05-25-2018	06-21-2018	07-26-2018	07-25-2018	07-11-2018	07-19-2018	06-21-2018	07-19-2018	07-05-2018	06-21-2018	07-13-2018	06-15-2018	07-27-2018	07-13-2018	06-15-2018	06-15-2018	07-19-2018	07-05-2018	06-20-2018	07-20-2018	07-19-2018	07-13-2018	06-08-2018	06-08-2018	07-18-2018	07-05-2018	06-20-2018	07-18-2018	07-03-2018	08-01-2018	08-01-2018	08-01-2018	07-13-2018	07-27-2018	06-15-2018	06-13-2018	06-01-2018	05-18-2018	06-21-2018	07-27-2018	07-11-2018	07-11-2018	PAYMENT DATE P
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08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-20-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	08-17-2018	DATE POSTED
06-26-2018 \$	06-08-2018 \$	07-20-2018 \$	07-06-2018 \$	06-22-2018 \$	06-08-2018 \$	07-20-2018 \$	07-06-2018 \$	06-22-2018 \$	06-08-2018 \$	07-11-2018 \$	07-26-2018 \$	07-12-2018 \$	06-14-2018 \$	07-14-2018 5	07-27-2018 \$	07-13-2018 \$	07-14-2018 \$	06-15-2018 \$	06-22-2018 \$	07-13-2018 \$	07-03-2018 \$	07-26-2018 \$	07-12-2018 \$	07-27-2018 \$	07-20-2018 \$	06-22-2018 \$	06-08-2018 \$	05-25-2018 \$	07-18-2018 \$	07-05-2018 \$	06-20-2018 \$	07-20-2018 \$	07-19-2018 \$	07-05-2018 \$	07-28-2018 \$	07-20-2018 \$	06-15-2018 \$	07-13-2018 \$	07-13-2018 \$	07-12-2018 \$	06-15-2018 \$	PAYMENT DATE PA
5 237.54	\$ 237.54	\$ 167.55	\$ 167.55	\$ 167.55	\$ 167.55	\$ 298.20	\$ 298.20	\$ 298.20	\$ 298.20	\$ 1.57	\$ 237.34	\$ 237.34	\$ 237.34	\$ 140.00	\$ 218.31	\$ 218.31	\$ 60.00	\$ 218.31	\$ 251.40	\$ 305,43	5 445.86	\$ 250.03	\$ 250.03	\$ 11.35	\$ 238.64	5 238.64	\$ 238.64	\$ 238.64	\$ 237.01	\$ 237.01	\$ 237.01	\$ 227.52	\$ 238.90	186.40	\$ 237.15	5 237,05	\$ 237.15	5 237,11	238.76	5 238.76	\$ 238.76	PAYMENT

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\$ 72,859.56	S				\$ 35,271.08 \$ 37,544.22	S	35,271.08	s	56	72,859.56	S			
198.04	07-20-2018 \$	08-20-2018	\$ 11,153.63		115.86	s	82.18	2775512 \$		198.04	i,	1005550 BEAVERS KE	97	
239.76	07-19-2018 \$	08-20-2018	\$ 16,284.48	*	168.76	s	71.00	2775498 \$	200	239.76	is	1005765 ROSARIO BR	97	
239.76	07-05-2018 \$	08-20-2018	\$ 16,355.48		169.48	v	70.28	2775496 \$		239.76	·s	1005765 ROSARIO BR	97	
239.76	06-21-2018 \$	08-20-2018	\$ 16,425.76	1	170.20	s	69.56	2775494 \$		239.76	U)	1005765 ROSARIO BR	97	
247.2	06-26-2018 \$	08-20-2018	\$ 13,152.87	,	175.31	us	71.89	2775492 \$	-	247.20	s	1005769 CRUZADO TE	97	
248.02	06-08-2018 \$	08-20-2018	\$ 13,224.76		137.49	to.	110.53	2775490 \$	100	248.02	10	1005769 CRUZADO TE	97	
199.23	07-25-2018 \$	08-20-2018	\$ 8,332.74	,	87.08	to	112.15	2775486 \$		199.23	s	1005811 THOMPSON S	97	
199.23	07-11-2018 \$	08-20-2018	\$ 8,444.89		100.69	w	98,54	2775484 \$		199.23	S	1005811 THOMPSON'S	97	
199.23	06-25-2018 \$	08-20-2018	\$ 8,543.43		89.24	(A)	109.99	2775482 \$		199.23	is	1005811 THOMPSONS	97	
199.23	06-11-2018 \$	08-20-2018	\$ 8,653.42	,	64.73	in	134.50	2775480 \$		199.23	s	1005811 THOMPSON S	97	
188.92	06-15-2018 \$	08-20-2018	\$ 7,229.65		75.72	in	113.20	2775477 \$		188.92	s	1005915 HAWKINS KE	97	
238.42	07-20-2018 \$	08-20-2018	\$ 12,570.71	·	130.72	in	107.70	2775474 \$	100	238,42	s	1005785 BIVENS JOH	97	
238.42	07-06-2018 \$	08-20-2018	\$ 12,678.41		131.82	in	106.60	2775472 \$	1.0	238.42	10	1005785 BIVENS JOH	97	
238.42	06-22-2018 S	08-20-2018	\$ 12,785,01	1	123.51	in	114.91	2775470 \$		238,42	s	1005785 BIVENS JOH	97	
238.42	06-09-2018 \$	08-20-2018	\$ 12,899.92		9.67	in	228.75	2775466 \$	1.4	238.42	v	1005785 BIVENS JOH	97	
237.54	07-24-2018 \$	08-20-2018	\$ 12,150.00		162.20	'n	75.34	2775457 \$	-	237,54	t/s	1005782 KENDRICK M	97	
237.54	07-06-2018 \$	08-20-2018	\$ 12,235.34		91.19	t/s	146.35	2775455 \$		237.54	S	1005782 KENDRICK M	97	
YMENT	DATE POSTED PAYMENT DATE PAYMENT	DATE POSTED	BALANCE	FEES		NIK	64	KECEIPI PKIN	REC	ENDERED	150	CUSE # ISI NAME	EIVIF /	듯

NET PAYMENTS DEALER TO ESCROW	Payment voids for corrections	Payments (Payments Collected & Posted by											DR
NTS DEA	oids for co	ollected	offected											EMP/
LER TO ES	rrections	by McCoy	& Posted		100533	100533	100533	1003838	1003838	1003838	1003838	1004755	100475	EMP / CUST#
CROW		Payments Collected by McCoy- Posted by AMAC	Aug Payment Posting Summary Payments Collected & Posted by McCoy Motors		1005337 RIVERS KIERRA	1005337 RIVERS KIERRA	1005337 RIVERS KIERRA	1003838 CLINTON JOHN FIEGE	1003838 CHNTON JOHN FITZGE	1003838 CLINTON JOHN HITZGE	1003838 CLINTON JOHN FITZGE	1004755 GILLISPIE NATANIEL	1004755 GILLISPIE NATANIEL	LST NAME
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66,520,19	(6,339.37)	72,859.56		(6,339.37)	(238.64)	(238.64)	(238.64)	(237.00)	(25.00)	(237.00)	(237.73)	(236.11	(236.11	TENDERED
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DATE POSTED PAYMENT DATE PAYMENT

Case 18-03036 Doc 32 Filed 08/31/18 Entered 08/31/18 15:56:15 Desc Main Document Page 70 of 86

Jim Henderson

From: Robin Milestone <rmilestone@acemotoracceptance.com>

Sent: Thursday, August 23, 2018 10:33 AM

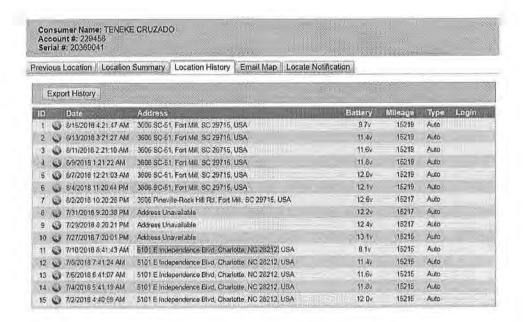
To: Meagan Earney; Rob McCoy; Mccoy Motors

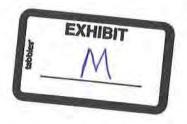
Cc: Russ Algood; Jim Henderson; Kris Lang; Repossessions

Subject: Re: McCoy Motors LLC Additional Follow up

Customer Teneke Cruzado, 1005769, 2008 Buick Enclave

Customer explained to Ace Motor Acceptance that her vehicle was at a Buick dealership needing repairs confirmed by the July 10th GPS location below. The device did not report again until August when it began reporting on the lot at McCoy's dealership. This vehicle was picked up by McCoy Motors between July 10th and August 2nd. At the time, there was a court order prohibiting repossession. This repossession was not reported by McCoy Motors nor has the vehicle been turned over to AMAC. While the debtor would agree, there's urgency towards recovering vehicles abandoned, the lack of communication is another example of deception.





Review of McCoy Motors Compliance

- A. The Defendants shall immediately:
 - Stop collecting any payments from Ace's customers/Vehicle Buyers with regard to the motor vehicles and Contracts that constitute collateral under the Agreements and otherwise cease taking any actions whatsoever to exercise service rights under the Agreements;

Sufficient information has not been turned over by McCoy to indicate compliance. AMAC believes any contracts owned by McCoy Motors that did not have a Purchase Money Security Interest prior to the June 18th hearing should be turned over

ii. Direct all of Ace's Customers and the Defendant's customers to make all payments directly to Ace;

Defendant's customers have not been making payments to AMAC. Defendant has not turned over sufficient information for Ace to collect Defendant's customers. It's believed that Defendant continues to collect payments from customers. AMAC believes any contracts owned by McCoy Motors that did not have a Purchase Money Security Interest prior to the June 18th hearing should be turned over

iii. Turn over any cash or other monies to Ace, including but not limited to payment received from Ace's customer or third parties that are in any way subject to the terms of the Contracts or Agreements

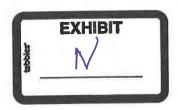
Nothing turned over

Iv. Turn over any vehicles to Ace (including those that have been repossessed) that constitute collateral under the Agreements or related to the Contract (including all motor vehicle in Defendants' inventory), as well as all titles, accounting records, payment records of Vehicle Buyers, or other documentation associated with each vehicle

Defendant produced 2 reports that appear accurate, but incomplete. Follow up requests for individual pay histories have been ignored or met with excuses.

It's believed McCoy has sold vehicles to new customers that McCoy has not supplied Ace with the new customer information including bill of sale, retail installment contract, title application.

AMAC believes any contracts owned by McCoy Motors that did not have a Purchase Money Security Interest prior to the June 18th hearing should be turned over No vehicles or titles have been turned over.



v. Cease communicating with Ace's customer and stop interfering with Ace's efforts to collect on its accounts under the Contracts;

Dealer cited No Trespassing after a York County Sheriff's deputy contact dealer about turning over inventory.

vi. Provide copies of all documents, account records and bank statements to Debtor, which are relevant to the location, use and disposition of Ace's collateral;

Nothing turned over

AMAC needs all bank statements and account statements for business with other finance companies

Vii. Turn over any refunds for GAP protection premiums paid in connection with the Contracts, which have been received or which are received in the future;

Nothing turned over

viii. Execute any documents necessary to remove liens of any of the Defendants from any motor vehicles that are related to the Contracts, in order to provide Ace with a first priority lien on such vehicles (or, alternatively, Ace may do so pursuant to its Power of Attorney (PPA, Pages 24-25, Exhibit A);

Defendant emailed another finance company the portfolio requesting a bid to purchase

ix. Cease transferring, dissipating, concealing, moving, secreting or otherwise disposing of any assets of Ace or the Defendants, or assets which are collateral of Ace, including the sale of any motor vehicle in the Defendants' inventory or possession, or the transfer of any funds or cash by any of the Defendants, pending further Order of the Court;

It's believed Defendants continue to utilize assets of Ace and continue to sell vehicles

It's also believed the Defendants are attempting to sell personal assets in the form of a home located at 4032 Waters Edge Ln, Lancaster, SC 29720

x. Turn over all keys to any vehicles which are in their control or possession

Nothing turned over

xi. Cease any efforts to repossess any motor vehicles and provide Ace with any information (including access information) concerning any GPS devices on all motor vehicles related to the Contracts and/or in the Defendants' inventory;

No information to confirm or deny repossessions. Ace has not been provided with any information

xii. Disclose the location of all of Ace's property or collateral of Ace, including all assests of the Defendants

No information has been provided

xiii. Cooperate with Ace in connection with those matters set forth in Paragraph 19 of the Floorplan, Paragraph 5 of the PPA and Paragraph 6 of the Servicing Agreements; and

No attempt has been made to comply

xiv. Provide Ace with current addresses of all Vehicle Buyers under the Contracts

This was provided

B. Any payments received, whether related to the Contracts owned by Ace or McCoy LLC shall be forwarded to Ace within no more than 24 hours of receipt

No payments have been forward

C. Upon entry of the Order, Lang shall turn over to Ace the balance in the Lang Escrow Account and any and all bank record related to Account 0022 and Accounts 0014. If any checks which have been deposited in the Lan Escrow Account clear after the initial balance has been turned over, Lang shall have three business days to remit the proceeds of those checks to Ace.

Bank records have still not been provided

X Rh Milestone 8/10/18

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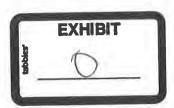
UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:)
ACE MOTOR CORPORATION	ACCEPTANCE)))
	Debtor.)
) Case No. 18-30426
ACE MOTOR CORPORATION	ACCEPTANCE	Chapter 11 Adv. Pro. No. 18-3036
	Plaintiff,))
v		
MOTORS, LLC	RS, LLC; MCCOY 1/b/a RIDE FAST; R.;and MISTY MCCOY)
	Defendants.	

MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF JUNE 25, 2018 ORDER CONCERNING INTERIM SERVICING OF ACCOUNTS OF VEHICLE BUYERS [DOC. 8]

THE DEBTOR, through undersigned counsel, files this Motion for Order Finding Defendants in Contempt of June 25, 2018 Order Concerning Interim Servicing of Accounts of Vehicle Buyers (the "Interim Order". In support thereof, the Debtor shows the Court the following.

- 1. The Court entered the Interim Order with the consent of all parties to this adversary proceeding.
- 2. Decretal Paragraph 2 provides that "[c]ommencing June 22, 2018, the Debtor (if Debtor receives any such monies or insurance checks and the like) and McCoy LLC shall provide each other with complete, accurate and current data concerning collections of the Vehicle Buyer accounts, on a daily basis, pending further order of this Court. In order for McCoy LLC to post daily such payments, Debtor must return the access previously provided to McCoy LLC in order for payments to be timely posted to Debtor's servicing account system."
- 3. The Debtor believes that only a portion of payments received by the Defendants have been posted to the servicing account system, and the Debtor has no way of verifying the information which the Defendants are posting. For each account the Debtor needs to be provided with daily



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"accounts to sell" reports, containing customer names, VIN numbers, principal balance owed, last payment made and next due date. Attached hereto as Exhibit "A" is an executed statement of Robin Milestone, an employee of the Debtor, verifying the information contained herein.

- 4. The Debtor alleges that the Defendants have not provided a complete accounting of collections since June 26, 2018.
- 5. By way of example, the Debtor has been in communication with Stephone Valadez ("Valadez"), a Vehicle Buyer. The bank records of Valadez (see Exhibit "B") show that his bank account has ben drafted by the Defendants for payments of \$237.54 on June 16, June 28 and July 12, 2018. None of these payments have been posted as required by the Interim Order.
- 6. Decretal Paragraph 3 provides that "[a]ny payments posted by McCoy LLC for servicing payments of Vehicle Buyers on or after June 21, 2018 shall be paid over to Lang on a daily basis (if received on a daily basis during regular business hours), and shall be held in an escrow account maintained by Lang pending further order of this Court. Lang shall establish a separate bank escrow account ("Lang Escrow Account") solely for the purpose of collecting said monies from McCoy pursuant to this order. Furthermore, if Debtor receives any such monies or insurance checks and the like after June 21, 2018, Debtor shall remit such payments into the Lang Escrow Account.
- 7. On July 13, 2018, counsel for the Debtor was advised by Lang that the escrow account had been set up on that date with Branch Banking & Trust Company as account xxxx0014.
- 8. As of July 28, 2018, neither the Debtor nor counsel for the Debtor has received any documentation (other than two deposit slips introduced into evidence at the July 18 hearing) demonstrating that the Defendants are paying all collections from Vehicle Buyers over to Lang on a daily basis.
- 9. As of July 28, 2018, neither the Debtor nor counsel for the Debtor has received any documentation (other than two deposit slips introduced into evidence at the July 18 hearing) demonstrating that all of McCoy's daily collections from Vehicle Buyers are being held by Lang in account xxxx0014.
- 10. Decretal Paragraph 8 provides that "McCoy LLC shall account for any funds from the collection of Vehicle Buyer accounts which are in the possession or control of McCoy LLC as of June 21, 2018 and McCoy LLC shall not spend those funds pending further order of this Court."
- 11. As of July 28, 2018, neither the Debtor nor counsel for the Debtor has received any documentation which shows what funds were in the possession or control of McCoy LLC as of June 21, 2018, such as bank statements as of June 21, 2018. Further, the Debtor has not received any documentation from which it can determine whether or not funds belonging to the Debtor have been spent by any of the Defendants.
- 12. Pursuant to 11 U.S.C. § 105(a) and the court's inherent power to manage its own affairs, see Chambers v. NASCO, Inc., 501 U.S. 32, 43 (1991), the Debtor requests the entry of an Order finding the Defendants to be in civil contempt of the Interim Order, and that the Court assess damages as are warranted by such contempt.

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Dated: July 28, 2018

THE HENDERSON LAW FIRM

/s/James H. Henderson

James H. Henderson State Bar No. 13536 1201 Harding Place

Charlotte NC 28204-2826

Telephone: Facsimile: 704.333.3444 704.333.5003

Email:

henderson@title11.com

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JUNE 25TH ORDER

- (servicing) AMAC immediately ceased all collections calls. Additionally any future date
 payments or auto-pays were carcelled. A small selection of customers made payments to
 AMAC as status was missed by representatives.
- 2) (posting of payments): It appears some payments only a portion of payments have been posted by dealer on 7/10 & 7/16. Three other dates had minimal postings to 8 accounts. AMAC does not have a way to verify this. It would be helpful for dealer to provide what's often called and "accounts to sell" report reflecting customer names, VINs, principal balance, last paid date and next due date on each account so AMAC has an opportunity to audit for accuracy.
- 3) (escrow account): Escrow account was never set up until July 13th; 2018.
- 4) (repossessions)
- 5) (complete and accurate accounting) This was provided for the time period from 5/1/18-6/26/18. 6/27/18- current is still needed and daily going forward. The daily would be required to maintain compliance to Paragraph 3 noted above.
- 6 & 7) Agree this was followed. AMAC had requested transport on 7/17 upon receipt of keys
- 8) (account for funds) No bank statements were provided to show amounts of payments held on June 21, 2018
- 9) (written responses) Responses were required by July 9, 2018; not filed as of July 16, 2018
- 10) (hearing) Counsel called out sick. At date, escrow account had not been established
- 11) (certified funds for vehicles and/or titles) McCoy requested and was provided with three payoffs, but did not follow through with payment: Additionally, dealer sent an agent to CarMasters repo lot attempting to pick up three vehicles that were not paid
- 12) (GPS access) AMAC provided to McCoy
- 13) (copy of order) AMAC takes the position that McCey Motors has more updated demographics than AMAC based on length of time accounts were serviced by each party, had many return mailings in the post to the customers and requested updated addresses to send letters in good faith. AMAC, to maintain compliance, will proceed with sending letters if McCoy refuses to provide updated demographic information from its' internal Dealer Management System. I would recommend parties consider the value of this step at this point in time as sending the order with language stating, "[neither party] shall repossess" may not be interpreted by customers in a manner that benefits both parties. I will proceed upon Jim's instructions.

X Rul Miles 7/27/18

Robin Milestons

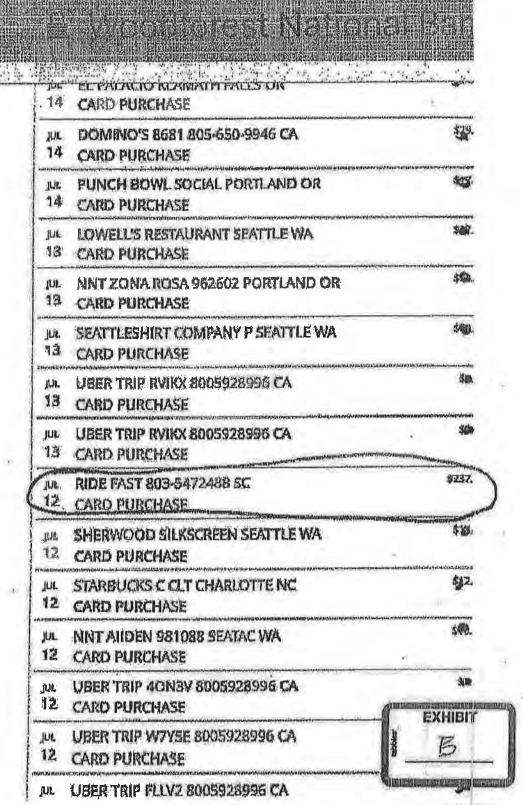


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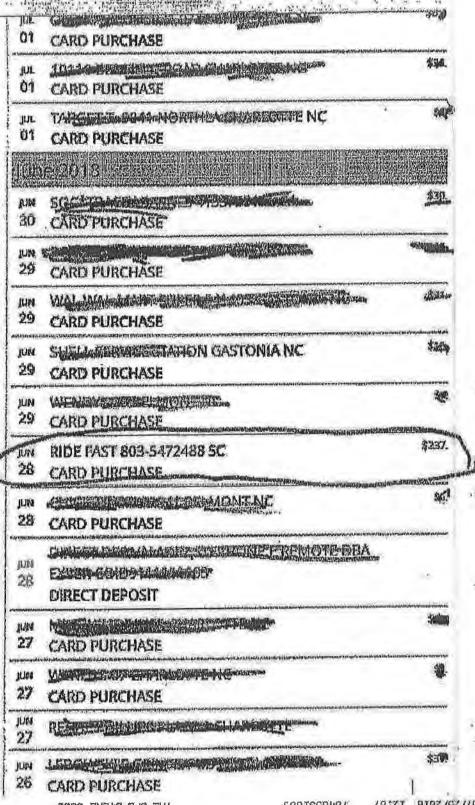


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Woodforest National Bank



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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:)	
ACE MOTOR CORPORATION	ACCEPTANCE)	
	Debtor.	
		Case No. 18-30426
ACE MOTOR CORPORATION	ACCEPTANCE)	Chapter 11
	Plaintiff,	Adv. Pro. No. 18-03036
)	
V		
· ·	LLC d/b/a RIDE FAST;) R.; and MISTY MCCOY)	
	Defendants.	

NOTICE OF HEARING

The above-captioned Debtor has filed a Motion for Order Finding Defendants in Contempt of June 25, 2018 Order Concerning Interim Servicing of Accounts of Vehicle Buyers [Doc. 8] with the court.

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult with one.)

If you do not want the Court to allow the relief sought in the motion or objection, or if you want the Court to consider your views on the Motion, then on or before August 24, 2018, you or your attorney may:

1) File with the Court a written response (an answer, explaining your position) at:

United States Bankruptcy Court
Western District of North Carolina
Charlotte Division
401 West Trade Street
Charlotte NC 28234-4189

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If you mail your response to the Court for filing, you must mail it early enough so that the Court will receive it on or before the date stated above.

2) If you file a response, you must mail a copy to:

James H. Henderson 1201 Harding Place Charlotte, NC 28204-2826 Bankruptcy Administrator 402 West Trade Street Suite 200 Charlotte NC 28202

3) A hearing will be held on August 28, 2018 at 9:30 a.m., United States Bankruptcy Court, 401 West Trade Street, Courtroom 1-4, Charlotte, North Carolina.

All interested parties may attend and be heard. (If you do not oppose this Motion/Objection, you do not have to attend).

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: July 30, 2018

THE HENDERSON LAW FIRM

/s/ James H. Henderson

James H. Henderson State Bar No. 13536

1201 Harding Place

Charlotte, N.C. 28204-2826

Telephone: Facsimile:

704.333.3444 704.333.5003

Email:

henderson@title11.com

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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:)
ACE MOTOR ACCEPTANCE CORPORATION	4)
Debtor,))
ACE MOTOR ACCEPTANCE CORPORATION Plaintiff,) Case No. 18-30426 N) Chapter 11) Adv. Pro. No. 18-03036
MCCOY MOTORS, LLC d/b/a RIDE FAST ROBERT MCCOY, JR.; and MISTY MCCOY	
Defendants.)

CERTIFICATE OF SERVICE

This is to certify that the undersigned has served the attached MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF JUNE 25, 2018 ORDER CONCERNING INTERIM SERVICING OF ACCOUNTS OF VEHICLE BUYERS [DOC. 8] and NOTICE OF HEARING via ECF to all parties or their attorney of record requesting notice and via first-class mail and/or email to the following:

Kris Harmon Lang kharmonlang@gmail.com

Robert McCoy, Jr. 3606 Highway 51 Fort Mill SC 29715 robmccoy@comporium.net McCoy Motors 3606 Highway 51 Fort Mill, SC 29715 mccoymotors@live.com

Misty McCoy 11915 John K Hall Way Charlotte NC 28277 mnmccoy@hotmail.com

Dated: July 30, 2018.

THE HENDERSON LAW FIRM

/s/ James H. Henderson
James H. Henderson
State Bar No. 13536
1201 Harding Place
Charlotte, N.C. 28204-2826
Telephone: 704.333.3444
Facsimile: 704.333.5003
Email: henderson@title11.com

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA CHARLOTTE DIVISION

In Re:	
ACE MOTOR ACCEPTANCE CORPORATION)
Debtor.)
	_) Case No. 18-30426
ACE MOTOR ACCEPTANCE CORPORATION) Chapter 11
Plaintiff,) Adv. Pro. No. 18-03036)
V)
MCCOY MOTORS, LLC d/b/a RIDE FAST; ROBERT MCCOY, JR.; and MISTY MCCOY)))
Defendants.)

NOTICE OF HEARING

The above-captioned Debtor has filed a Supplemental Motion for Order Finding Defendants in Contempt of June 25, 2018 Order Concerning Interim Servicing of Accounts of Vehicle Buyers [Doc. 8]; Motion for Order Finding Defendants in Contempt of August 1, 2018 Order Granting Motions for Preliminary Injunction and Other Emergency Relief [Doc. 26] with the Court.

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult with one.)

If you do not want the Court to allow the relief sought in the motion or objection, or if you want the Court to consider your views on the Motion, then on or before September 14, 2018, you or your attorney may:

1) File with the Court a written response (an answer, explaining your position) at:

United States Bankruptcy Court Western District of North Carolina Charlotte Division 401 West Trade Street Charlotte NC 28202 If you mail your response to the Court for filing, you must mail it early enough so that the Court will receive it on or before the date stated above.

2) If you file a response, you must mail a copy to:

James H. HendersonBankruptcy Administrator1201 Harding Place402 West Trade Street Suite 200

Charlotte, NC 28204-2826 Charlotte NC 28202

3) A hearing will be held on **September 18, 2018 at 9:30 a.m.**, United States Bankruptcy Court, 401 West Trade Street, Courtroom 1-4, Charlotte, North Carolina.

All interested parties may attend and be heard. (If you do not oppose this Motion/Objection, you do not have to attend).

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: August 31, 2018. THE HENDERSON LAW FIRM

/s/ James H. Henderson

James H. Henderson State Bar No. 13536 1201 Harding Place

Charlotte, N.C. 28204-2826 Telephone: 704.333.3444 Facsimile: 704.333.5003

Email: henderson@title11.com

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UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF NORTH CAROLINA **CHARLOTTE DIVISION**

In Re:)
ACE MOTOR ACCEPTANCE CORPORATION))
Debtor.)))
ACE MOTOR ACCEPTANCE CORPORATION Plaintiff,) Case No. 18-30426) Chapter 11) Adv. Pro. No. 18-3036
V))
MCCOY MOTORS, LLC d/b/a RIDE FAST; ROBERT MCCOY, JR.; and MISTY MCCOY))
Defendants.)

CERTIFICATE OF SERVICE

This is to certify that the undersigned has served the attached SUPPLEMENTAL MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF JUNE 25, 2018 ORDER CONCERNING INTERIM SERVICING OF ACCOUNTS OF VEHICLE BUYERS [DOC. 8]; MOTION FOR ORDER FINDING DEFENDANTS IN CONTEMPT OF AUGUST 1, 2018 ORDER GRANTING MOTIONS FOR PRELIMINARY INJUNCTION AND OTHER EMERGENCY RELIEF [DOC. 26] and NOTICE OF HEARING via ECF to all parties or their attorney of record requesting notice and via email the following:

Kris Harmon Lang kharmonlang@gmail.com

McCoy Motors mccoymotors@live.com

Robert McCoy robmccoy@comporium.net

Dated: August 31, 2018.

THE HENDERSON LAW FIRM

/s/ James H. Henderson James H. Henderson State Bar No. 13536 1201 Harding Place Charlotte, N.C. 28204-2826 Telephone: 704.333.3444 Facsimile: 704.333.5003

Email: henderson@title11.com